THEIS COMMUNICATIONS CONSULTING, LLC
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February 18, 2009

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Agreement") Between Chibardun Telephone Cooperative, Inc. and CTC Telcom, Inc ("TELCOM").

Dear Ms. Paske:

I am filing this letter, and signed Agreement electronically on behalf of Chibardun Telephone Cooperative, Inc. ("Chibardun").

Chibardun hereby requests approval, pursuant to 47 USC 252, of the enclosed Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Chibardun and TELCOM. Chibardun has been authorized by TELCOM to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been sent to TELCOM via U. S. mail at the following address:

Rick Vergin, Chief Executive Officer
CTC Telcom, Inc
P.O. Box 664
401 South First Street
Cameron, Wisconsin 54822

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Rick Vergin - CTC Telcom, Inc.
CC: Rick Vergin - Chibardun Telephone Cooperative, Inc.

PO Box 664
401 S. 1st Street
Cameron, WI 54822

Telephone: 715.458.5400
Toll Free: 1.800.924.3405
Web: www.chibardun.net
Fax: 715.458.2112

Communicating Solutions.
It's What We Do.

February 12, 2009

Mr. Rick Vergin
Chibardun Telephone Cooperative, Inc.
401 South First Street
P.O. Box 664
Cameron, WI 54822

Dear Mr. Vergin:

CTC Telcom, Inc. ("TELCOM"), with its principal offices at 401 South First Street, PO Box 664, Cameron, Wisconsin 54822, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Chibardun Telephone Cooperative, Inc. ("CHIBARDUN") and Alltel Communications, Inc. ("ALLTEL") dated August 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1097 on September 21, 2004 ("Agreement"). This letter shall confirm that TELCOM has a copy of the Agreement.

By TELCOM's countersignature on this letter, TELCOM hereby agrees to the following:

1. Except as set forth below, TELCOM adopts the Agreement for interconnection with CHIBARDUN, and, in applying the terms and conditions of this Agreement, agrees that "TELCOM" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.

2. TELCOM requests that notice to TELCOM, as may be required under this Agreement, shall be provided as follows:

To TELCOM:

Chief Executive Officer
CTC Telcom, Inc.
401 South First Street
Cameron, Wisconsin 54822

With a copy to:

Technical Operations Officer
CTC Telcom, Inc.
401 South First Street
Cameron, Wisconsin 54822

3. TELCOM represents and warrants that it is a Wisconsin corporation licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.

4. TELCOM's adoption of the Agreement shall become effective on October 1, 2008 upon CHIBARDUN's filing of this letter with the Commission and shall terminate pursuant to Section 8.1 of the Agreement.

5. In Section 3.3 the OCN for TELCOM shall be changed to 283F.

6. The Parties agree that TELCOM may route traffic indirectly to CHIBARDUN in accordance with Section 4.4 of the Agreement.

7. At the end of Section 14.2.1 add to the end of the last sentence "... except as provided in Appendix B."

8. In Section 15.10.1 the TELCOM 24-hour contact number shall be changed to (715)-458-1825.

9. Appendix B. Section IV. The InterMTA Traffic Factors shall be changed as follows:

Mobile-to-Land Traffic	
Subject Traffic	100.0%
InterMTA	0.0%
Intrastate	0.0%
Interstate	0.0%
Land-to-Mobile-Traffic	
Subject Traffic	100.0%

10. TELCOM agrees to provision direct Type-2A Interconnection Facilities as provided in Appendix A within thirty (30) days after execution of this Agreement. The POI will be the actual Mid-Span Meet of CHIBARDUN and TELCOM at the CHIBARDUN exchange boundary.

11. TELCOM and CHIBARDUN agree to replace Appendix BI. with the following upon completion of provisioning the Interconnection Facilities as provided in Appendix AI. and item 10 above:

I) Charges for Transport and Termination

a) Per terminating minute of use. $.0245

b) This rate is reciprocal and symmetrical for Subject Traffic exchanged between CHIBARDUN and TELCOM and applies for all Subject Traffic MOU's Transiting at the Dallas Tandem to be terminated at a CHIBARDUN End Office Switch except as described below in Section IV.

12 **Appendix A III Shared Facilities Factor** shall be changed to:

Mobile-to-Land Telecommunications Traffic	00.0%
Land-to-Mobile Telecommunications Traffic	100.0%

13. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

14. The following shall be added to Appendix B:

VI. Reciprocal Compensation-Net Billing

Each month during the term of this Agreement CHIBARDUN will bill TELCOM the net amount of terminating compensation due to CHIBARDUN based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by TELCOM to CHIBARDUN, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by CHIBARDUN to TELCOM, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due CHIBARDUN. Mobile-to-land minutes of use will be based on actual minutes of use delivered by TELCOM for termination by CHIBARDUN as measured by CHIBARDUN. Land-to-mobile minutes of use will be based on actual minutes of use originated by CHIBARDUN for termination by TELCOM as measured by CHIBARDUN. If CHIBARDUN cannot measure the originating minutes of use terminated to TELCOM, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by TELCOM for termination by CHIBARDUN by the mobile-to-land factor of 70% and multiplying the results by the land-to-mobile factor of 30%.

In the event the Subject Traffic terminated on the Parties respective networks is de minimis such that the Reciprocal Compensation-Net Billing, as described above, is less than 5,000 minutes of use per month the Parties agree that CHIBARDUN will not bill TELCOM for Reciprocal Compensation.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event

more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

Please indicate CHIBARDUN's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Rick Vergin at CTC Telcom, Inc., 401 South First Street, Cameron, Wisconsin 54822.

Sincerely,

Rick

Rick Vergin
Chief Executive Officer
CTC Telcom, Inc.

AGREED and ACCEPTED this 12th day of February 2009.

CTC Telcom, Inc.

By: Rick Vergin

Name: Rick Vergin
Title: Chief Executive Officer

Chibardun Telephone Cooperative, Inc.

By: Rick Vergin

Name: Rick Vergin
Title: Chief Executive Officer

INTERCONNECTION AGREEMENT FOR THE TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC

This Interconnection and Reciprocal Compensation Agreement for the exchange of Telecommunications Traffic between carriers ("Agreement") is effective as of the 1st day of August, 2004 (the "Effective Date"), by and between Chibardun Telephone Cooperative, Inc. ("Chibardun") and CTC Telcom, Inc. ("CTC") (collectively "CTCI"), a Wisconsin Corporation, with its principal office at 110 North Second Avenue, P.O. Box 164 Dallas, Wisconsin 54733 and Wisconsin RSA #1 Limited Partnership, d/b/a ALLTEL Communications, Inc. ("ALLTEL"), a Delaware limited liability company, with its principal office at 1 Allied Drive, P.O. Box 2177, Little Rock, AR 72202. CTCI and ALLTEL are referred to herein individually as "Party" and collectively as the "Parties".

WHEREAS, Chibardun and CTC are Local Exchange Carrier ("LEC's") in the State of Wisconsin; and

WHEREAS, ALLTEL is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC"); and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), have specific standards and procedures for Interconnection and Reciprocal Compensation, and the Parties intend that this Agreement meets these standards and procedures; and

WHEREAS, the Parties wish to establish a Reciprocal Compensation Interconnection arrangement consistent with 47 U.S.C. 251 (b)(5); and

WHEREAS, the Parties desire to interconnect their respective LEC and CMRS network facilities for the purpose of delivery of specific traffic for Transport and Termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein; and

WHEREAS, the Parties wish to make an agreement for the mutual Transport and Termination of Telecommunications Traffic, which will supersede and replace any previous arrangements between the Parties and/or their predecessors for the mutual Transport and Termination of Telecommunications Traffic.

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

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the Telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC.

1.2 "Affiliate" is As Defined in the Act.

1.3 "As Defined in the Act" means as specifically defined in the Act.

1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.

1.5 "CLLI Codes" means Common Language Location Identifier Codes.

1.6 "Commercial Mobile Radio Services" (CMRS) as defined in 47 C.F.R. 20.3.

1.7 "Commission" means the Public Service Commission of Wisconsin.

1.8 "Common Channel Signaling" (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.9 "DS-1" is a telecommunications service carried at digital signal rate of 1.544 Mbps.

1.10 "DS-3" is a telecommunications service carried at digital signal rate of 44.736 Mbps.

1.11 "Effective Date" means the date contained in the first paragraph of the Agreement.

1.12 "End Office Switch" means ILEC's Class 5 switching system where telephone loops used to provide end user Exchange Service are terminated.

1.13 "Enhanced Service Provider (ESP)/ Information Service Provider (ISP) is any entity, including but not limited to an Internet Service Provider, that provides information services.

1.14 "Exchange Access Service", as used in this Agreement, shall mean the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or Termination of telephone toll services, as defined by the various state and federal regulatory bodies.

1.15 "Exchange Service" means all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.16 "FCC" means the Federal Communications Commission.

1.17 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.18 "Information Service" is As Defined in the Act.

1.19 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an Information Service Provider (ISP).

1.20 "Interconnection" has the meaning given the term in the Act and refers to the physical connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic, and Exchange Access Service.

1.21 "Interexchange Carrier (IXC)" is a telecommunications service provider authorized by the FCC to provide interstate long distance communication services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.22 "InterLata Service" means telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.

1.23 "InterMTA Traffic" is: (a) traffic originated by a CMRS end user of ALLTEL in an MTA and terminated to an end user of CTCI in another MTA; and (b) traffic originated by an end user of CTCI in one MTA and terminated to an end user of ALLTEL in another MTA.

1.24 "IntraLata Service" means telecommunications within the same Local Access and Transport Area.

1.25 "IntraLATA Toll Traffic" means all IntraLATA calls that are not defined as Subject Traffic.

1.26 "Local Access and Transport Area (LATA)" is a geographic area for the provision and administration of communications service, i.e., intraLATA or interLATA.

1.27 "Local Exchange Carrier (LEC)" is any company certified by the Commission to provide local exchange Telecommunications service.

1.28 "Local Exchange Routing Guide (LERG)"is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.29 "Mandatory Local Calling Scope" is an arrangement that provides end users a local calling scope, and Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their basic exchange service area.

1.30 "Mbps" means million bits per second.

1.31 "Mid-Span Meet" is an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon POI.

1.32 "MSC or MTSO" is the Mobile Switching Center or Mobile Telecommunications Switching Office used by a CMRS carrier in performing originating and terminating functions for calls to or from end users of the CMRS carrier.

1.33 "MTA" means Major Trading Area as defined by the FCC rules, Part 24.202(a)

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

1.35 "NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 or 900 code).

1.36 "Party" means either CTCI or ALLTEL, and "Parties" means CTCI and ALLTEL.

1.37 "Point of Interconnection (POI)" means the interconnection point, as referenced in 47CFR 51.701(c), between the networks of two carriers utilized for the transmission of traffic subject to section 251(b)(5) of the Act. The Point of Interconnection for this Agreement is as provided in Appendix A.I.b.

1.38 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic local exchange telecommunications services. The "rate center area" is the exclusive geographic area within which the LEC provides basic local exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The use by a CMRS licensee of an NPA-NXX for telephone numbers assigned to its mobile CMRS end users does not mean that a mobile end user obtains local exchange service in the geographic area of the Rate Center associated with the specific NPA-NXX. The designation of rate center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist.

1.39 "Reciprocal Compensation" means an arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier's network of Subject Traffic that originates from the network facilities of the other carrier.

1.40 "Signaling System 7 (SS7)" is the signaling protocol of the CCS network based upon American National Standards Institute (ANSI) standards.

1.41 "Subject Traffic" is the Telecommunications Traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in this Agreement. Subject Traffic means traffic within the same MTA that is, (a) originated by a ALLTEL end user within the MTA and terminates to a CTCI end user, or (b) originated by an CTCI end user within the MTA and terminates to an ALLTEL end user through a ALLTEL Rate Center within the CTCI end user's Mandatory Local Calling Scope. Additionally, if CTCI becomes an Interexchange Carrier, CTCI will compensate ALLTEL for all traffic originated by a CTCI end user when CTCI is the Interexchange Carrier.

1.42 "Tandem" denotes a Class 4 switching center used to switch a call between and among two End Office Switches, a MTSO or an End Office Switch and an equivalent facility provided by a third party.

1.43 "Telecommunications" is As Defined in the Act.

1.44 "Telecommunications Carrier" is As Defined in the Act.

1.45 "Telecommunications Traffic", consistent with 47CFR 51.701(b)(2), means two-way telecommunications between end users of CTCI and ALLTEL that at the beginning of the call originates and terminates within the same MTA. A Party that originates Telecommunications Traffic has the right under this Agreement to terminate the traffic on the other Party's network as Subject Traffic.

1.46 "Termination" means the switching of Subject Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's end user.

1.47 "Transiting Traffic" means traffic that originates on one party's network, "transits" a third party's network substantially unchanged, and Terminates on another party's network. CTCI will not send any traffic to ALLTEL for ALLTEL to transit to a third party.

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

1.49 "Trunk" means a single transmission channel providing a direct physical and functional Interconnection between two switching centers.

1.50 "Type-2 Service", often referred to as a Trunk side connection, is a service that involves interconnection to an End Office Switch (Type-2B) or Tandem (Type-2A).

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections and Appendices are references to Sections of and Appendices to this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.

2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

3.0 SCOPE OF AGREEMENT

3.1 This Agreement shall cover the Transport and Termination of Subject Traffic between CTCI's network in Wisconsin and the CMRS network of ALLTEL. All other traffic is governed by applicable tariff and/or contract, and is not covered by this Agreement. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to Interconnect the CMRS network of ALLTEL and the network of CTCI for purposes of exchanging Subject Traffic, provided that the service provided by ALLTEL to its end user is a two-way Mobile Service as defined in 47 U.S.C. 153(27). Traffic associated with paging service or fixed wireless service of ALLTEL if applicable, is specifically excluded from this Agreement

3.3 ALLTEL represents that it is a CMRS provider of Telecommunications services to subscribers in MTA No.12 (Minneapolis) and serves end users with an Operating Company Number (OCN) of 2253 and 6547 in the state of Wisconsin.

3.4 The Parties agree that all Subject Traffic shall be exchanged via the facilities described in Section 4.0 of this Agreement.

3.5 This Agreement provides for the Transport and Termination of traffic including:

3.5.1 ALLTEL to CTCI Subject Traffic that is:

a. originated on the CMRS network of ALLTEL;
b. delivered to the CTCI network over the Interconnection Facilities pursuant to this Agreement; and
c. terminated at the CTCI end user.

3.5.2 ALLTEL to CTCI Tandem Transiting Traffic that is:

a. originated on the CMRS network of ALLTEL;
b. delivered to the CTCI network over the Interconnection Facilities pursuant to this Agreement; and
c. terminated to a third party network, listed in Appendix E.

3.5.3 CTCI to ALLTEL Subject Traffic that is:

a. originated on the ILEC network of CTCI;
b. delivered to ALLTEL over the Interconnection Facilities pursuant to this Agreement; and
c. terminated on the CMRS network of ALLTEL.

3.5.4 CTCI to ALLTEL Tandem Transiting Traffic that is:

a. originated on a third party network listed in Appendix E.
b. delivered to ALLTEL over the Interconnection Facilities pursuant to this Agreement; and
c. terminated on the CMRS network of ALLTEL.

3.5.5 Telecommunication Traffic delivered through indirect Interconnection as provided in Section 4.4.

3.6 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services that either Party offers to its end users, the services either Party chooses to offer to its respective end users, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or terminates the services either Party provides to its respective end users.

4.0 SERVICE AGREEMENT

4.1 Description of Arrangements. This Agreement provides for the Interconnection arrangements for Transport and Termination of Subject Traffic between the networks of CTCI and ALLTEL specified in this Section. Routing of traffic shall be as described in this Section, except that, alternatives may be employed in the event of emergency or temporary equipment failure, as agreed by the Parties.

4.2 Type-2A Interconnection at Dallas. A Type-2A involves Trunk side connections to the CTCI Dallas Tandem switch. Type-2A is a two-way service for originating and terminating traffic between Parties' respective networks.

4.2.1 The Type-2A Interconnection shall be used by ALLTEL to deliver traffic to CTCI's NPA-NXXs as identified in the LERG and third party networks, which are associated with End Office Switches that interconnect at the Dallas Tandem. The subject third party networks are identified in Appendix E and their associated NPA-NXXs are identifed in the LERG.

4.2.2 The Type-2A Interconnection shall be used by CTCI to deliver Subject Traffic to ALLTEL's NPA-NXXs as identified in the LERG, originating from CTCI and third party networks that interconnect at the Dallas Tandem.

4.2.3 Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to ALLTEL's end users shall not affect or determine: (i) the services offered by CTCI or ALLTEL, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of rate center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist. CTCI will provide dialing parity to ALLTEL's NPA-NXX's in CTCI's Mandatory Local Calling Scope, in accordance with the requirements of Section 251(b)(3) of the Act.

4.3 Type-2B Interconnection. Type-2B involves Trunk side connection to a CTCI end office. Type-2B facilities provide the capability to access only subscribers served by that end office or the MSC, as applicable.

4.4 Indirect Interconnection. To the extent that ALLTEL and a third party Tandem switch service provider have entered into or may enter into arrangements for the delivery of ALLTEL Subject Traffic to CTCI for Termination to CTCI end users or a third party network, (i.e., traffic that is not covered elsewhere in this Agreement) CTCI will accept this traffic subject to the compensation arrangements as provided in Appendix B. CTCI will not send Subject Traffic to ALLTEL indirectly.

4.5 The Parties shall jointly engineer and configure Trunks over the physical Interconnection Facilities as follows:

4.5.1 ALLTEL shall configure an initial two-way Trunk group as a direct transmission path between the two Parties. Upon dispute, and the Parties are unable to resolve the dispute as provided in Section 14.1, either Party can request one-way facilities with each Party paying the applicable non-recurring charge.

4.5.2 If the traffic volumes between ALLTEL and CTCI meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), eight times within a 30 day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of additional direct trunks.

4.5.3 ALLTEL shall, provision within industry standards, additional Trunks if necessary, as provided in Section 4.5.2. Neither Party can require the other Party to establish unnecessary Trunks.

4.5.4 The network switches of both Parties involved in the provision of Subject Traffic shall be managed in accordance with the applicable industry/Telcordia standards.

4.5.5 Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining facilities and logical Trunking on its side of the POI to provide for the Transport and Termination of Subject Traffic consistent with the standards set forth in this Agreement.

4.6 Common Channel Signaling

4.6.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted.

4.6.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing, recording, or billing.

5.0 COMPENSATION ARRANGEMENTS

5.1 Subject Traffic

5.1.1 Reciprocal Compensation is applicable for Transport and Termination of Subject Traffic as defined in Section 1.41 and is related to the exchange of traffic described in Section 4.0, as applicable. For the purposes of billing compensation for Subject Traffic, billed minutes will be based upon actual usage recorded, with the exception of traffic described in Section 4.4, where records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available. Measured usage begins when the terminating recording switch receives answer supervision from the called end user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever comes first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Subject Traffic shall be based on the aggregated measured usage less traffic that is not Subject Traffic.

5.1.2 Subject to the exceptions described in Sections 5.1.3 below, each Party shall pay the other Party for Transport and Termination of Subject Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for Termination of Subject Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.

5.1.3 Neither Party will provide any compensation to the other Party for traffic associated with one way paging services, ISP traffic, or video services.

5.1.4 ALLTEL does not currently provide fixed wireless services in the CTCI exchange boundaries. ALLTEL agrees that it will provide CTCI prior written notice of its intent to launch fixed wireless services in CTCI exchange boundaries. Upon CTCI receipt of such notice, the Parties agree to negotiate an appropriate agreement or an amendment to this Agreement, which will address the exchange of such traffic. In the event that the Parties cannot reach an agreement on the amendment, the dispute will be resolved pursuant to the provisions of Section 14.0.

5.2 Interconnection Facilities. ALLTEL shall arrange for and maintain Type-2A Interconnection Facilities, as provided in Appendix A, between the Dallas Tandem in Dallas Wisconsin, and the ALLTEL MSC. Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the CTCI exchange boundary and the ALLTEL MSC will be the responsibility of ALLTEL. Any non-recurring and recurring monthly costs of the two-way Interconnection Facilities between the Dallas Tandem in Dallas Wisconsin and the CTCI exchange boundary will be reduced by an agreed upon percentage that represents either the estimated percentage or the actual percentage of Subject Traffic originated by CTCI and terminated to ALLTEL. This percentage is referred to as the Shared Facilities Factor and is set fort in Appendix A. The Parties will review this factor on a periodic basis and, if warranted by the actual usage, revise this factor appropriately.

5.3 Non-Recurring Charges. CTCI will charge ALLTEL non-recurring fees as set forth in Appendix B.

5.4 Traffic Distribution. The Parties intend to utilize actual and auditable measurement to identify the quantity of all Telecommunications Traffic, pursuant to this Agreement. In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor as stated in Appendix B Section IV. The Parties agree that the InterMTA Traffic Factors set forth in Appendix B for the application of originating and terminating access charges to be billed by CTCI, pursuant to this Agreement may not be amended for a period of time not less than (12) twelve months from the Effective Date. At the request of either Party thereafter, the factors may be mutually adjusted based on actual traffic studies to determine the respective percentages of Subject Traffic and InterMTA Traffic. The requesting Party will provide supporting documentation, including but not limited to, detailed traffic studies to the other Party before the InterMTA factor will be adjusted. In the event of a dispute regarding the adjustment, if any to the factors, the dispute will be resolved to the provision of Section 14. Each Party agrees to provide available traffic data in conjunction with any adjustment.

5.5 Transiting Traffic. Tandem switch compensation is applicable for all traffic transiting the Tandem switch, which originates from or terminates to a third party. For purpose of billing

compensation for Tandem switch traffic, all minutes will be based upon actual usage recorded.

5.6 InterMTA Traffic Compensation. Parties agree that traffic rated and recorded as Telecommunications Traffic, may originate and terminate in different MTAs, and would be subject to Switched Access Compensation. Switched Access Compensation is applicable to the traffic delivered by ALLTEL to CTCI that originates and terminates in different MTAs, to the extent that such traffic is not handed off to an IXC. ALLTEL shall compensate CTCI at ILEC's applicable Switched Access rates for all such traffic.

6.0 NOTICE OF CHANGES

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

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Not later than sixty (60) days from the Effective Date, the Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both CTCI and ALLTEL shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic Termination.

7.3 Sixty (60) days prior to requesting two-way direct Trunk(s) or one-way trunks as provided in Section 4.5.1, each Party will provide to the other Party a six (6) month, non-binding forecast of its Trunking requirements. Additional forecasting of Trunking requirements will be provided by ALLTEL to CTCI as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible for (i) providing facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party's network (ii) delivering such traffic to the other Party's network in a mutually acceptable format and (iii) terminating the traffic it receives in that mutually acceptable format to the proper address on its network. Each Party is solely responsible for its participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.5 Neither Party shall use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's end users, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not be allowed to interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its Affiliate companies, or its connecting and concurring carriers or the public.

7.7 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.8 The exchange of traffic may be temporarily discontinued by a Party upon 30 days written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement by such other Party.

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

7.10 Each Party is responsible for administering NXX codes assigned to it.

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

7.12 Each Party shall be responsible for its own independent connections to the 911/E911 network.

7.13 Each Party shall use the LERG published by Telcordia, or its successor, for obtaining route information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

7.14 CTCI shall program and routinely update its Tandem, End Office Switches and network systems to recognize and route traffic to NXX codes assigned to ALLTEL. ALLTEL shall do the same with respect to its network for recognizing and routing traffic to CTCI's NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

7.15 At all times during the term of this Agreement, each Party shall keep and maintain in force at it's own expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury and property damage. Upon request from the other Party, each Party shall

provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 The initial term of this Agreement shall be from the Effective Date through July 31st, 2006 and shall then automatically renew on a year-to-year basis. The Agreement may be terminated by either Party at the end of the initial term by providing sixty (60) days written notice of termination to the other Party. In the event such notice of termination is provided, and either Party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the date of termination, whichever is earlier.

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

(a) each Party shall comply immediately with its obligations as set forth above in Section 8.1.

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

(c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.3 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination of either Party's authority to provide services. For CTCI, authority involves the provision of Exchange Service or Exchange Access Service. For ALLTEL, authority involves the provision of CMRS service under license from the Federal Communications Commission.

8.4 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than thirty (30) days written notice to the nonpaying Party for failure to pay undisputed amounts on the dates or at the times specified for the facilities and services furnished pursuant to this Agreement, and the nonpaying Party does not pay undisputed amounts within thirty (30) days of receipt of the written notice thereof.

8.5 A Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

9.1 Except as provided herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

10.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") of such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of the subcontractor performing duties under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

10.1.2 Any claims for libel, slander, infringement of copyright, or other intellectual property rights, arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's end users.

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

10.2 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until the Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party

will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. An Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be made available to the other Party with respect to any such defense.

11.0 LIMITATION OF LIABILITY

11.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such Parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

11.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct, each Party shall bear, and its obligation shall be limited to, that portion of the resulting loss caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, or contractors.

11.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages. Except to the extent of a Party's willful misconduct or gross negligence, in no event, will either Party's liability to the other Party be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

11.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power failures, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or

transportation facilities or acts or omissions of transportation carriers (individually or collectively a "Force Majeure Event").

11.4.1 If a Force Majeure Event should occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with). 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 the delayed Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the affected Party. The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

12.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

13.0 REGULATORY APPROVAL

13.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. ALLTEL authorizes CTCI to file a copy of the Agreement with the Commission on ALLTEL's behalf. CTC

authorizes Chibardun to file a copy of this Agreement with the Commission on CTC's behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

13.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and unappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act.

13.3 Amendment or Other Changes to the Act: Reservation of Rights. 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. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated and amended accordingly to reflect the terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If such Amendment to the Act affects any pricing, rates or charges of the services provided under this Agreement, the Parties agree to mutually negotiate such prices, rates or charges for the service. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section 13.3 and section 14.0, neither Party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

14.0 DISPUTE ESCALATION AND RESOLUTION

14.1 Procedures. Unless, otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 14.0. In the event of a dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) business days from the written request appoint a

designated representative who has the authority to settle the Dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within ninety (90) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

14.2 Billing and Payment; Disputed Amounts

14.2.1 CTCI and ALLTEL shall invoice each other on a monthly basis. Both CTCI and ALLTEL shall pay any invoice, in immediately available U.S. funds, within thirty (30) days from the date of the invoice. There shall be no netting of the amounts due hereunder against any other amount owed by either Party to the other Party.

14.2.2 Neither Party will bill the other Party for previously unbilled charges for Services provided for more than one year prior to the current billing date.

14.2.3 CTCI shall compensate ALLTEL for Telecommunications Traffic, subject to Reciprocal Compensation, as provided in Section 5.1, that is delivered by CTCI to ALLTEL for termination to ALLTEL's end users, over the two-way direct trunk groups, as prescribed and at the rates and InterMTA Traffic Factors as provided in Appendix B. ALLTEL will compensate CTCI for Telecommunications Traffic, subject to Reciprocal Compensation, as provided in Section 5.1, that is delivered to CTCI for termination to CTCI's end users, as prescribed and at the rates and traffic factors provided in Appendix B, and for traffic not subject to Reciprocal Compensation exchanged between ALLTEL and CTCI, as prescribed and at the rates provided in Section 5.6.

14.2.4 ALLTEL shall prepare a monthly billing statement to CTCI, reflecting the calculation of Reciprocal Compensation as provided in Section 5.1 due ALLTEL. CTCI shall prepare a monthly billing statement to ALLTEL which will reflect the calculation of Reciprocal Compensation, as provided in Section 5.1, and InterMTA Traffic Compensation as provided in Section 5.6 due CTCI.

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

14.2.6 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after the delivery to the Billing Party of the notice of the Disputed Amounts, then either Party may implement the procedures as provided in Section 14.1.

14.2.7 The Parties agree that all negotiations pursuant to this subsection 14.2 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.3 Auditing Procedures

14.3.1 Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The audit shall be accomplished during normal business hours, at an office designated by the Party being audited. Audits may be performed by an independent third party paid for by the Party requesting the Audit. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

14.3.2 Each Party may request copies of the relevant billing records thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

14.3.3 All information provided to the requesting Party under section 14.3.2 shall be treated as Confidential Information as provided in Section 15.4.

15.0 MISCELLANEOUS

15.1 Authorization

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

15.1.2 ALLTEL is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is validly registered to do business in the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

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

15.4 Confidentiality

15.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 15.4.2 of this Agreement.

15.4.2 If any Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief, which such Disclosing Party chooses to obtain.

15.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this

Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public. Proprietary Information required to be returned, does not include invoices or supporting detail related to charges for exchange of traffic.

15.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

15.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate within forty-five (45) days upon written request by CTCI to ALLTEL will result in no exemption being available to the purchasing Party.

15.7 Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. CTCI certifies it is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC 251(f). This Agreement does not affect, and CTCI does not

waive, any rights including, but not limited to, the rights afforded CTCI under 47 USC 251 (f). Similarly this Agreement does not affect, and ALLTEL does not concede or waive its right to challenge any aspect of the prior two sentences.

15.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

Contract Notices:

To: Alltel Communications, Inc.
One Allied Drive
Mailstop: 1269-B5F04-D
Little Rock, AR 72202
Attn: Director-CMRS Interconnection Services

with a copy To: Legal Department
Alltel Communications, Inc.
One Allied Drive Mailstop: 1269-B5F11-C
Little Rock, AR 72202

To: Rick Vergin, CEO
Chibardun Telephone Cooperative, Inc.
110 North Second Avenue
P.O. Box 164
Dallas, WI 54733

with a copy To:

Billing Notices:

To: Alltel Communications, Inc.
C/o Broad Margin
3655 North Point Pkwy, Suite 200
Alpharetta, GA 30005
Attn: Steve Deluca

To: Rick Vergin, CEO
Chibardun Telephone Cooperative, Inc.
110 North Second Avenue
P.O. Box 164
Dallas, WI 54733

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

15.10 Trouble Reporting

15.10.1 In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these

respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For CTCI:
Contact Number: (715) 837-1825

For ALLTEL:
Contact Number: (330) 650-7900

15.10.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, services and arrangement. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without the other Party's prior written consent.

15.12 Compliance with Law. Nothing in this Agreement shall be construed as requiring or permitting either Party to violate any requirement of Applicable Law.

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

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

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

15.16 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact service or such other period as presented by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.17 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language, to the extent, without materially altering the economic effect of this Agreement on either Party as stated in Section 13.2.

15.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

15.20 Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by Applicable Law.

16.0 MOST FAVORED NATION PROVISION.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and its Appendices to be executed by their duly authorized representatives.

Chibardun Telephone Cooperative, Inc.

By: Ricky S. Vergin

Date: 8/10/04

Printed: Ricky S. Vergin

Title: CEO

ALLTEL Communications, Inc.

By: 8/5/04

Date: Michael D Rhoda

Printed: Michael D. Rhoda

Title: Vice President – Business Development

CTC Telcom, Inc.

By: Ricky S. Vergin

Date: 8/10/04

Printed: Ricky S. Vergin

Title: CEO

Appendix A
Schedule of Interconnection Facilities

I. Interconnection Facilities

a. Type-2A Facilities. ALLTEL shall arrange for and maintain Type-2A facilities between the CTCI Tandem Switch in Dallas, WI and the ALLTEL Point of Presence in Eau Claire, Wisconsin ("Interconnection Facilities").

b. Point of Interconnection For the exchange of Telecommunications Traffic in accordance with this Agreement, the Parties agree to connect twenty-four (24) Trunks using one (1) DS 1 facility using CTCI and Bloomer Telephone Company facilities between the Dallas Tandem and the ALLTEL Point of Presence. The POI will be the actual Mid-Span Meet of CTCI and Bloomer Telephone Company facilities at the CTCI exchange boundary located at the V and H coordinates: V5644; H4317

II. Dedicated Facilities and Services

Per Applicable CTCI Interstate Access Tariff on file with the FCC.

III. Shared Facility Factor

The following Shared Facility Factors will apply to Interconnection Facilities as provided in Section I.b. of this Appendix A.

Mobile to Landline Telecommunications Traffic	50.0%
Landline to Mobile Telecommunications Traffic	50.0%

Appendix B

Schedule of Charges
Pursuant to the Interconnection Agreement
for the Transport and Termination of Telecommunications Traffic

This Appendix specifies the rates for the Transport and Termination of Telecommunications Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement for the Transport and Termination of Telecommunications Traffic as follows:

I. Charges for Transport and Termination End Office Switching.

a. Per terminating minute of use: $.0295

b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between CTCI and ALLTEL and applies for all Subject Traffic MOU's Transiting at the Dallas Tandem to be terminated at a CTCI End Office Switch except as described below in Section IV.

II. Intentionally Left Blank.

III. Transit Traffic Charges.

a. Per minute $.005

Transit Traffic compensation is applicable for all ALLTEL originating traffic transiting the CTCI Dallas Tandem switch, which terminates to a third party network subtending the Dallas Tandem switch as provided in Appendix E, but excluding interexchange carrier traffic. ALLTEL also assumes responsibility for compensation to the third party, which terminates the call.

IV. InterMTA Traffic Factors

In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor to the CTCI terminated minutes of use as an estimate of the InterMTA Traffic being exchanged. The Parties have developed an initial factor representative of the share of Subject Traffic exchanged that is exempt from Transport and Termination charges. The Parties have agreed upon the InterMTA factor specified below, which represents the percent of the total originating and terminated minutes to be billed access charges by CTCI. The InterMTA Factor will be multiplied by the total Mobile to Landline terminated Subject Traffic minutes recorded each month by the CTCI End Office Switches to determine those minutes to which terminating access rates apply.

- Mobile to Land Traffic

Subject Traffic		92.0%
InterMTA		8.0%
Intrastate	100.0%	
Interstate	-0-	

- Land to Mobile Traffic

Subject Traffic	100.0%

V. Charges for Access Transport, Access Termination and Access End Office Switching for Exchange Access Service

CTCI's Access Tariffs in the proper jurisdiction apply.

Appendix C

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Appendix D

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Appendix E

Networks with Arrangements with CTCI for Tandem Switch Service

	Locality	
I.	CTC Telcom, Inc. Barron Rice Lake Chetek	For purposes of this Agreement CTC Telcom, Inc. will be considered an End Office Switch of Chibardun Telephone Cooperative, Inc.

ALLTEL will use its best efforts to negotiate exchange of traffic agreements with all third party carriers included in this Appendix E, for the Termination of Telecommunications Traffic.

The third party networks listed above includes all of the Telecommunications Carriers that subtend the CTCI Dallas Tandem switch applicable to this Agreement. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix E with the change executed by both Parties and made part of this Agreement.