

**WIRELESS INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

BETWEEN

AMHERST TELEPHONE COMPANY

AND

ALLTEL COMMUNICATIONS, INC.

TABLE OF CONTENTS

- I. Article I**
 - 1. Introduction**
 - 2. Recitals**
- II. Article II**
 - 1. Definitions**
 - 2. Interpretation and Construction**
 - 3. Scope**
 - 4. Service Agreement**
 - 5. Compensation**
 - 6. Notice of Changes**
 - 7. General Responsibilities**
 - 8. Term and Termination**
 - 9. Cancellation Charges**
 - 10. Non-Severability**
 - 11. Indemnification**
 - 12. Auditing Procedures**
 - 13. Limitation of Liability**
 - 14. Disclaimer**
 - 15. Regulatory Approval**
 - 16. Change In Law**
 - 17. Most Favored Nation Provision**
 - 18. Miscellaneous**
 - 19. Dispute Resolution**

I. Article I

1. INTRODUCTION

This Interconnection and Reciprocal Compensation ("Agreement") is effective as of the 1st day of August 2004 (the "Effective Date"), by and between Amherst Telephone Company ("Amherst") with offices at P.O. Box 279, 120 Mill Street, Amherst, Wisconsin 54406 and Wisconsin RSA #7 Limited Partnership d/b/a ALLTEL Communications, Inc. ("ALLTEL") with offices at One Allied Drive, Little Rock, Arkansas 72202.

2. RECITALS

WHEREAS, Amherst is an incumbent Local Exchange Carrier in the State of Wisconsin;

WHEREAS, ALLTEL is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the state of Wisconsin;

WHEREAS, The Parties acknowledge that Amherst is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f); By entering into this Agreement, Amherst is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from Section 251(c) under 47 U.S.C. 251 (f) of the Act;

WHEREAS, Amherst and ALLTEL exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

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, Amherst and ALLTEL hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "As Defined in the Act", means as specifically defined by the Act, as may be interpreted from time to time by the FCC, the Commission, Wisconsin state courts, or federal courts.
- 1.3 "As Described in the Act" means as described in or required by the Act, as may be interpreted from time to time by the FCC, the Commission, Wisconsin state courts, or federal courts.
- 1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1)
- 1.5 "Central Office Switch" means a LEC switch used to provide Telecommunications Services, including, but not limited to:
 - (a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - (b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a host office. Local switching capabilities may be resident in a Remote End Office Switch.
 - (c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A Host Office Switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
 - (d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an Interexchange Carrier. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.6 "Commercial Mobile Radio Services" or "CMRS" means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. 47 CFR part 20

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

1.8 "Extended Area Service" or "EAS" is defined as traffic that originates in one exchange and terminates in another exchange, where the originating and terminating exchanges have an arrangement between them such that a separate charge is not applied. The terms EAS and EAS Exchanges are as defined and specified in Amherst's then current Local Exchange Access Tariff.

1.9 "Effective Date" means the date first above written.

1.10 "FCC" means the Federal Communications Commission.

1.11 "Interconnection" is defined as the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic. (47 C.F.R. Section 51.5).

1.12 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS carrier, that provides or carries, directly or indirectly, interexchange service.

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

1.14 "Local Service Area" means, for ALLTEL originated traffic, Major Trading Area Number 20 (Milwaukee) and for Amherst originated traffic, its local calling area contained in Amherst's then current Local Exchange Access Tariff.

1.15 "Telecommunications Traffic" is defined for all purposes under this Agreement as Local Service Area traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an approved interconnection agreement between the originating Party and a Third party which performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by ALLTEL is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for Amherst shall be the end office serving the calling or called party, and for ALLTEL shall be the originating or terminating

cell site location which services the calling or called party at the beginning of the call.

1.16 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. §153(26).

1.17 "Major Trading Area" or "MTA" means the Major Trading Area designated by the FCC.

1.18 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. §153(28)

1.19 "Non-Local Traffic" means all traffic that is not Telecommunications Traffic as defined in Section 1.15 hereof.

1.20 "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.).

1.21 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.22 "Party" means either Amherst or ALLTEL, and "Parties" means Amherst and ALLTEL.

1.23 "POI" or Point of Interconnection means that technically feasible point in the network where the physical linking of two networks occurs for the mutual exchange of traffic.

1.24 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA/NXX Codes that have been assigned to an ILEC for its provision of Exchange Services.

1.25 "Reciprocal Compensation" is as defined in C.F.R. §51.701(e) and relates to the exchange of Telecommunications Traffic as defined in 1.15.

1.26 "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. 47 U.S.C. §153(43)

1.30 "Telecommunications Act" means the Communications Act of 1934, as amended.

1.31 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A Telecommunications Carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)

1.32 "Telecommunications 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.

1.33 "Termination" means the switching of Telecommunications Traffic at the terminating carrier's End Office Switch, MSC, MTSO or equivalent facility, and delivery of such traffic to the called Party's premises or mobile handset.

1.34 "Transit Traffic" is traffic that originates on one Party's network, transits the other Party's network substantially unchanged, and terminates to non-Party network; or traffic that originates on a non-Party network, transits one Party's network substantially unchanged, and terminates to the other Party's network.

1.35 "Transport" means the transmission and any necessary tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's End Office Switch, MSC or MTSO that directly serves the called party.

1.36 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves interconnection between Amherst's End Office and ALLTEL's point of termination. Type 1 Service is offered in connection with the provision of telephone numbers hosted by an Amherst switch. If available and economically feasible, SS7 functionality will be used.

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

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless

the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. 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 ILEC network of Amherst for purposes of exchanging traffic, provided that the service provided by ALLTEL to its customer is a two-way mobile service as defined in 47 U.S.C. §153(27). ALLTEL does not currently provide fixed wireless services in Amherst's Local Service Area. ALLTEL agrees that it will provide Amherst prior notice of its intent to launch fixed wireless services in Amherst's Local Service Area. Upon Amherst's 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.

3.3 This Agreement relates to exchange of traffic between Amherst and ALLTEL. ALLTEL represents that it is a CMRS provider of telecommunications services to subscribers in MTA Number 20 (Milwaukee). ALLTEL's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6547 or 2261 in the state of Wisconsin.

3.4 This Agreement is limited to Amherst end user customers' traffic for which Amherst has tariff authority to carry. Amherst's NPA/NXX(s) are listed in the LERG under OCN 0843. This Agreement does not cover ALLTEL one-way paging service traffic.

3.5 Once ALLTEL establishes a direct interconnection facility with Amherst, the Parties agree that an NPA/NXX assigned to ALLTEL shall be included in any EAS calling scope, for calls that can be completed through such direct interconnection, to the same extent as any other incumbent LEC NPA/NXX in the same rate center provided that ALLTEL assigns numbers from such NPA/NXX(s) to customers that are within the EAS Exchange(s) of Amherst and that ALLTEL has network facilities to serve such customers. Under such conditions, EAS traffic

will be considered Telecommunications Traffic and subject to Reciprocal Compensation.

3.6 Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement.

3.7 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of Amherst and ALLTEL. 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.

4.1 Interconnection at Amherst: A Type 2B two-way direct trunk group with SS7 connectivity is provided and provisioned between Amherst's Amherst Host Office Switch and ALLTEL's point of presence in the Amherst exchange, with the Point of Interconnection designated at Amherst's Amherst Host Office Switch. This trunk group is provisioned in connection with ALLTEL's NPA/NXX(s) rate centered at Amherst's exchange(s) or EAS exchange(s) as listed in the LERG. Applicable access tariff charges for establishing and provisioning this trunk group are billed by Amherst to ALLTEL as described in 5.4.4 below

A. Landline-to-Wireless:

Local Service Area calls from Amherst customers to ALLTEL customers shall be routed from Amherst's Amherst Host Office Switch to ALLTEL via the Type 2B two-way direct trunk group.

B. Wireless-to-Landline:

Local Service Area calls originated by ALLTEL's customers within MTA No. 20 (Milwaukee) or customers of another CMRS provider that has entered into roaming arrangement with ALLTEL, while roaming in MTA No. 20, to Amherst customers shall be routed from ALLTEL's network via the Type 2B two-way direct trunk group to Amherst's Amherst Host Office Switch for termination by Amherst to its customers, as appropriate.

4.2 Indirect Traffic. To the extent that either Party and a third party, have entered into or may enter into contractual arrangements for the delivery of traffic for termination to the other Party's customers (i.e., traffic that is not covered elsewhere in this Agreement), both Parties will accept this traffic subject to the compensation arrangements as outlined in Section 5 below. Amherst will not route Telecommunications Traffic to ALLTEL indirectly, except in the case of an emergency or temporary equipment failure.

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, Wisconsin state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, Wisconsin state courts or federal courts. The Party performing such transiting function will bill, as specified in Section 5.3 below, the originating carrier (other Party or a Non-Party Carrier) the transiting charge. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party). ALLTEL shall not perform a transiting function on behalf of a Non-Party Carrier for traffic originated by a Non-Party Carrier that is delivered to Amherst.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Telecommunications Traffic as defined in Section 1.15 and is related to the exchange of traffic described in Section 4. For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the transiting carrier. 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 occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic shall be based on the aggregated measured usage plus usage from reports

provided by the transiting carrier less traffic that is Non-Local Traffic based on the default factor provided in Section 5.4.3.

The rate for Reciprocal Compensation shall be \$0.0245 per minute.

The Parties agree to bill each other for Telecommunications Traffic as described in this Agreement unless the Telecommunications Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Telecommunications Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Telecommunications Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of Section 15, hereof.

5.2 Traffic Subject to Switched Access Compensation.

Parties agree that traffic rated and recorded as Telecommunications Traffic, may originate in another MTA, and would be subject to Switched Access Compensation.

Switched Access Compensation is applicable to traffic delivered by ALLTEL to Amherst that originates in another MTA; to the extent that such traffic is not handed off to an IXC. ALLTEL shall compensate Amherst at Amherst's interstate Switched Access rates for all such traffic.

5.3 Traffic Subject to Transit Compensation.

Transit Compensation is applicable to Transit Traffic that originates on ALLTEL's network and is routed to Amherst for delivery to a Non-Party telecommunications carrier as described in Section 4.3 above.

The rate for Transiting Compensation shall be \$0.005 per minute.

5.4 Calculation of Payments and Billing.

5.4.1 ALLTEL will compensate Amherst for Telecommunications Traffic and Non-Local Traffic delivered to Amherst for termination to its customers, as prescribed and at the rates provided in Sections 5.1 and 5.2. ALLTEL will also compensate Amherst for Transit Traffic originated by ALLTEL and routed over the two-way direct trunk group for delivery to a Non-Party Carrier as prescribed and at the rate provided in Section 5.3. Amherst will compensate ALLTEL for Telecommunications Traffic originated by Amherst customers on Amherst's network and delivered to ALLTEL over the two-way trunk group, for termination to its customers, as prescribed and at the rate provided in Section 5.1.

5.4.2 ALLTEL shall prepare a monthly billing statement to Amherst, reflecting the calculation of Reciprocal Compensation due ALLTEL. Amherst shall prepare a monthly billing statement to ALLTEL, which will separately reflect the calculation of Reciprocal Compensation, Access Compensation, Transit Compensation, and total compensation due Amherst.

5.4.3 Recognizing that Amherst has no way of measuring the Non-Local Traffic, and in the event that ALLTEL does not track the usage information required to identify the Non-Local Traffic originated or terminated by Amherst, both Parties agree to use a default factor (Inter-MTA factor) of 0% as an estimate of Non-Local Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.4.4 Where dedicated interconnection facilities are used for two-way traffic exchange between the Parties, the charges for such facilities, excluding cost of new construction, provided and billed by Amherst shall be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic exchanged between the Parties over such facilities that originate on Amherst's network by Amherst's customers. This percentage is referred to as the Traffic Factor. The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage, revise the percentages appropriately. Supporting documentation for the percentage change will be provided. If the Parties do not reach agreement on the proposed traffic factor within 60 days of receipt of the percentage change by the other Party, then either Party may seek resolution through Section 17.0 Dispute Resolution.

- a) Landline-to-Wireless 30%
- b) Wireless-to-Landline 70%

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

5.4.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The following items must be included in the billing dispute or the dispute will be denied by the Billing Party: billing account number, bill date, disputed amount, dispute number (assigned by the disputing party), reason for dispute, circuit ID (if related to circuit dispute), and exchange/rate center (if related to a usage dispute). The Non-Paying Party shall pay when due, all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute cannot be resolved within thirty (30) days of receipt, the dispute will be escalated to the 2nd level of management within each company. If the dispute cannot be resolved within sixty (60) days of the receipt, the dispute will be escalated to the 3rd level. After ninety (90) days from receipt of dispute, the Parties will follow the Formal Dispute Resolution procedures in Section 19.2. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest 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 Wisconsin's applicable law.

5.4.5.2 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 Wisconsin's applicable law.

5.4.5.3 Undisputed amounts shall be paid by the payment due date reflected on the invoice from the Billing Party.

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

(a) Each Party shall comply immediately with its obligations as set forth in Section 5.4.5 above;

(b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and

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

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability 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, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the party modifying its network.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or 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 customers, 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.

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

7.3 Each Party is responsible for managing NXX codes assigned to it.

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

7.5 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnection trunks, where it is technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting ALLTEL to the Amherst SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards.

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

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Section 15, the initial term of this Agreement shall be for two years ("Term"), which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Term, either Party notifies the other Party of its intent to renegotiate a new agreement. After the initial term, either party may give written notice of its intent to renegotiate this Agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a new agreement becomes effective. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.

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 in 8.1;
- (b) Each Party shall promptly pay all 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 Either Party may terminate this Agreement in whole or in part in the event of a default of 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 correct the alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (2) claims for libel, slander, or infringement of copyright 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 customers; and
- (3) 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.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
- (2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

11.3 Neither Party shall accept the terms of a settlement that involves or effects the rights or obligations of the other Party in any matter without the other Party's approval.

12.0 AUDITING PROCEDURES

12.1 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. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

12.2 Each Party may request copies of the 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.

13.0 LIMITATION OF LIABILITY

13.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

13.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss 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.

14.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. 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.

15.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed by Amherst with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement may be subject to change, modification, or cancellation as may be required by a final order of a regulatory authority or court in the exercise of its lawful jurisdiction.

16.0 CHANGE IN LAW

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 Telecommunications 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 Telecommunications Act, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules),

either Party may, to the extent permitted or required, 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.

17.0 MOST FAVORED NATION PROVISION

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

18.0 MISCELLANEOUS

18.1 Authorization

18.1.1 Amherst Telephone Company 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 any necessary regulatory approval.

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

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

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

18.4 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, equipment failure, power blackouts, 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 (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. 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. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

18.5 Confidentiality

18.5.1 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, or 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 clearly and conspicuously marked "Confidential" or "Proprietary" or 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, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons 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 such 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, upon advice of counsel, only in accordance with Section 18.5.2 of this Agreement.

18.5.2 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 then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

18.5.3 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.

18.6 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, and the exclusive remedy for such claims shall be as provided for by such 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.

18.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, 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.

18.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. 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 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.

18.9 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.

18.10 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; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

To: **ALLTEL**

To: **Amherst**

<u>Contract Notices:</u> ALLTEL Communications, Inc. Attn: Wholesale Services One Allied Drive B5F04-D Little Rock, AR 72202	<u>Contract Notices:</u> Amherst Telephone Company Attn: Carl Bohman P.O. Box 279 120 Mill Street Amherst, Wisconsin 54406
With copy to: Legal Dept. One Allied Drive B5F11-C Little Rock, AR 72202	

<u>Billing Notices:</u> ALLTEL Communications, Inc. c/o BroadMargin Attn: Steve Deluca 3655 North Point Pkwy, Suite 200 Alpharetta, GA 30005	<u>Billing Notices:</u> Amherst Telephone Company Attn: Accounts Payable P.O. Box 279 120 Mill Street Amherst, Wisconsin 54406
---	---

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; or (iii) three (3) days after mailing in the case of certified U.S. mail.

18.10.1 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 Amherst:

Contact Number: 715-824-5025

For ALLTEL:

Contact Number: 330-650-7900

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.

18.10.2 Each Party will provide to the other Party an escalation list for the repair center, ordering and provisioning center, the billing department and the account management team.

18.11 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 such Party's prior written consent.

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

18.13 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, 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 undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

18.14 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.

18.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade 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 the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

18.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and 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 officer of each Party.

19.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to 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 this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

19.1 Informal Resolution of Disputes. Except for additional procedures regarding billing disputes as provided for in Sections 5.4.5 and 5.4.6, this Section will govern informal dispute resolution procedures. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

19.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then 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. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

19.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as the dates listed below.

ALLTEL Communications, Inc.	Amherst Telephone Company
By: _____ Name: <u>Michael D. Rhoda</u> Title: <u>V.P. – Business Development</u> Date: _____	By: _____ Name: _____ Title: _____ Date: _____