

SERVICE RESALE AGREEMENT

BETWEEN

ALIAN T COMMUNICATIONS CO.

AND

NEBRASKA TECHNOLOGY & TELECOMMUNICATIONS, INC.

TABLE OF CONTENTS

I. RECITALS..... 1

II. SCOPE OF AGREEMENT 2

III. DEFINITIONS 3

IV. INTERCONNECTION..... 11

 A. PROOF OF AUTHORITY 11

 B. CHANGES IN LOCAL SERVICE PROVIDER 11

 C. DIRECTORY ASSISTANCE..... 12

 D. BUSY VERIFICATION SERVICE 12

 E. OPERATOR SERVICES..... 13

V. RESALE 14

 A. DESCRIPTION 14

 B. SCOPE 14

 C. NT&T RESPONSIBILITIES..... 14

 D. RATES AND CHARGES..... 15

VI. ORDERING AND MAINTENANCE..... 16

 A. GENERAL 16

VII. MISDIRECTED REPAIR CALLS 18

VIII. ANCILLARY SERVICES AND ARRANGEMENTS 19

 A. E911/911 SERVICE 19

 B. DIRECTORY SERVICES 20

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)..... 22

X. NOTICE OF CHANGES 22

XI. INTERCEPT SERVICE 23

XII. DATA EXCHANGE FOR BILLING..... 23

XIII.	AUDIT PROCESS	23
	A. DEFINITION	23
	B. CONDITION	24
	C. PROPRIETARY INFORMATION	25
XIV.	SERVICE STANDARDS	25
XV.	IMPLEMENTATION SCHEDULE	26
XVI.	MISCELLANEOUS TERMS	26
	A. GENERAL PROVISIONS.....	26
	B. TERM AND TERMINATION	26
	C. BILLING.....	27
	D. PAYMENT AND DEPOSIT.....	28
	E. TAXES, FEES, AND SURCHARGES	29
	F. FORCE MAJEURE	30
	G. LIMITATION OF LIABILITY	30
	H. INDEMNITY	31
	I. INTELLECTUAL PROPERTY	31
	J. WARRANTIES	34
	K. ASSIGNMENT.....	34
	L. DEFAULT.....	34
	M. DISCLAIMER OF AGENCY.....	35
	N. SEVERABILITY	35
	O. NONDISCLOSURE.....	35
	P. SURVIVAL	37
	Q. DISPUTE RESOLUTION	37
	R. APPLICABLE LAW.....	39
	S. JOINT WORK PRODUCT	39

T.	RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.....	39
U.	COOPERATION ON FRAUD MINIMIZATION.....	40
V.	NOTICES.....	41
W.	RESPONSIBILITY OF EACH PARTY	41
X.	NO THIRD PARTY BENEFICIARIES	42
Y.	BINDING EFFECT	42
Z.	REFERENCED DOCUMENTS.....	42
AA.	PUBLICITY AND ADVERTISING	42
AB.	AMENDMENT	42
AC.	EXECUTED IN COUNTERPARTS	43
AD.	HEADINGS OF NO FORCE OR EFFECT.....	43
AE.	CANCELLATION CHARGES.....	43
AF.	REGULATORY APPROVAL.....	43
AG.	COMPLIANCE WITH LAWS AND REGULATIONS	43
AH.	ENTIRE AGREEMENT	43
AI.	COOPERATION.....	43
AJ.	CONSENT	44
AK.	LAW ENFORCEMENT AND SERVICE ANNOYANCE	44
AL.	COMPLIANCE WITH COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 (CALEA)	44
APPENDIX A	PRICING AGREEMENT	A1
APPENDIX B	DIRECTORIES AGREEMENT.....	B1

SERVICE RESALE AGREEMENT

This Service Resale Agreement, made as of this 1st day of March, 1999, is between Nebraska Technology & Telecommunications, Inc. ("NT&T") a Nebraska corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. RECITALS

- A. Pursuant to this Agreement NT&T and Aliant (collectively, the "Parties") will extend certain arrangements to each other for the purpose of offering wireline to wireline services within Aliant's operating wireline territory in the State of Nebraska ("Aliant's Territory"). This Agreement includes terms, conditions, and prices for retail services available for resale. It will be submitted to the Nebraska Public Service Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions taken previously, or which may be taken in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- B. The Parties agree and understand that Aliant is proposing certain provisions in this Agreement, based, in large part, on the Federal Communications Commission's ("FCC") First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, ref. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, ref. Aug. 8, 1996 ("FCC 2nd Order").
- C. The Parties agree and acknowledge that, in exchange for NT&T's agreement to forgo determining the terms, conditions and prices under which Aliant shall provide NT&T with facilities-based interconnection in this Agreement, the Parties agree to negotiate in good faith a separate agreement that sets forth the terms of such facilities-based interconnection provided such negotiations are conducted as prescribed in the Telecommunications Act of 1996 (the "Act").
- D. To the extent that any rules contained in the FCC 1st Order and the FCC 2nd Order, or any other FCC Order adopted to implement the Act, are deemed by the courts, the FCC, or the Commission to be illegal, unenforceable or without effect, this Agreement shall be modified to comport with such final court decisions, subsequently adopted FCC rules which comply with such judicial decisions or Commission rules. Where it reasonably appears that the Parties would have negotiated different provisions, this Agreement shall also be

The terms and conditions of this Agreement shall apply to the Appendices attached hereto and made a part of this Agreement. In the event that there is a conflict that is not readily resolved by the context or by resort to unequivocal collateral material, between or among the provisions of this Service Resale Agreement and any of the Appendices attached hereto and made a part hereof pursuant to Section II.A. above, the provisions of this Service Resale Agreement shall prevail and be controlling.

- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval, or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld, or conditioned.
- C. NT&T will notify Aliant when NT&T begins offering residential or business exchange services within Aliant's Territory.
- D. Acknowledgment of Deferred Issues
 - 1. NT&T acknowledges it is Aliant's position that Aliant's existing telecommunications network represents substantial investment. NT&T further acknowledges Aliant believes that a separate transitional element is necessary to compensate Aliant for the value of its network in this Agreement, that under the Act, the FCC has established a proceeding to address Universal Service Support, and that the Act also empowers the Commission to establish a separate proceeding on universal service issues. NT&T further acknowledges that Aliant believes that Aliant is entitled to receive additional compensation for costs of implementing

various provisions of the Act, and that Aliant shall seek such additional recovery through future state and/or federal regulatory proceedings.

2. In consideration of NT&T's willingness to purchase resold local services on the terms set forth in this Agreement, and without prejudice to the position it may take at the FCC or before the Commission, Aliant agrees to await the outcome of such proceedings, rather than seek universal service support from NT&T at this time.
3. NT&T understands Aliant may file a petition before the Commission requesting modification or suspension of certain requirements of the Act based on Section 251 (f)(2) of the Act. Depending upon the outcome of such petition procedure, language in this Agreement may require modification. Aliant will notify NT&T when Aliant files for such modification or suspension. However, Aliant acknowledges and agrees that it will not assert a position based upon Section 251 (f) (2) that is contrary to any of the terms or conditions contained in this Agreement.
4. Aliant acknowledges and agrees that the foregoing subsections II.D.1 through II.D.3 in no way bind NT&T to accept or concur with any position asserted by Aliant in any FCC, court or Commission proceeding and that NT&T reserves the right to take and maintain a position contrary or adverse to Aliant in any such proceeding.

III. DEFINITIONS

Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

- A. "Access Services" refers to the tariffed interstate and intrastate switched access and special access services offered for the origination and/or termination of interexchange traffic (see each Party's appropriate state and interstate access tariffs).
- B. "Access Service Request" or "ASR" means the industry standard forms, e.g. OBF forms and supporting documentation, used for ordering Access Services. The ASR process will be used to order trunking and facilities between the Parties for local interconnection service.
- C. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), 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 or the Commission within its state of jurisdiction.

- D. The term “Affiliate” shall mean a person, corporation, or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
- E. “Automatic Number Identification” or “ANI” means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the line number of the calling party.
- F. “Busy Verification Service” means an operator service call in which the caller inquires as to the line status of or requests an interruption of a call on another End User/Customer’s Telephone Exchange Service line.
- G. “Calling Name Delivery” or “CNAM”, a Class feature, is an identifying service that allows the End User/Customer to view the calling party’s name and the date and time of the call on a separate display device before the call is answered. The calling party name and the calling party number may both be delivered if the called End User/Customer subscribes to both CNAM and Calling Number Delivery (CND). The information is delivered to an End User/Customer premise equipment (CPE) display device during the first silent interval of the ringing cycle.
- H. “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party. Technical Pub. 77342 contains details regarding CPN.
- I. “Carrier Identification Code” or “CIC” denotes the caller’s interexchange carrier to which the traffic should be directed.
- J. “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
 - 1. “End Office Switches” which are used to terminate station loops for the purpose of connecting to each other and to trunks;
 - a. “Host End Office” means the end office switches which provide the central call processing functions for itself and its subtending Remote End Office Switches.
 - b. “Remote End Office” means the end office switches which obtain their call processing capability from a Host End Office. The Remote End Office can not accommodate dedicated transport to NT&T.

2. "Tandem Office Switch" which is used to connect and switch trunk circuits between and among other Central Office Switches. Access and toll tandems provide connections for Exchange Access, Telephone Toll Service, and Telephone Exchange Service.
- K. "Commission" means the Nebraska Public Service Commission.
- L. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call setup and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.
- M. "Competitive Local Exchange Carrier" or "CLEC" means an entity authorized by the Commission to provide Telephone Exchange Service that does not otherwise qualify as an incumbent LEC.
- N. "Custom Local Area Signaling Services" or "CLASS" means a group of End User/Customer services that provide selective-call screening, alerting, and calling-identification delivery functions. CLASS services take advantage of the calling-number information in common-channel signaling. CLASS is a service trademark of Bellcore.
- O. The terms "Directory" or "Directories" shall mean publications, in any format or media, issued by Aliant comprised of or containing the alphabetical listings of End Users/Customers having local Exchange telephone service (which have been known as the "Aliant White Pages") and any advertising contained therein, as well as those publications comprised of or containing classified listing and classified advertising (which have been known as the "Aliant Yellow
- P. "Directory Listings" or "Listings" means any information (1) identifying the listed names of End Users/Customers of a telecommunications carrier and such End Users/Customers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the telecommunications carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.
- Q. "End User/Customer" means a third-party (residence or business) that subscribes to Telephone Exchange Service provided by either of the Parties.
- R. The term "End User/Customer List Information" shall mean a list of the names, addresses, and telephone numbers and any privacy indicators of End Users/Customers as supplied to Aliant by NT&T.

- S. “Enhanced Local Calling Area” or “ELCA” means traffic terminating within a specified radius of the calling exchange, as measured from the originating central office switch rating point to the terminating central office switch rating point. ELCA areas are described in Aliant’s Local Exchange Tariff.
- T. “Enhanced Services” is defined as services offered over common carrier transmission facilities which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber’s transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. Enhanced Services include voicemail and internet access for purposes of this Agreement.
- U. “Enhanced Service Provider” is defined as any entity which provides enhanced services. Enhanced services shall be defined consistent with the FCC’s definition. They are services that employ computer processing applications which act on the format, content, code, protocol, or similar aspects of the End User/Customer’s transmitted information; provide the End User/Customer additional, different, or restructured information; or involve End User/Customer interaction with stored information.
- V. “Exchange” shall be defined as provided by the Rules of the Commission.
- W. “Exchange Access” means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.
- X. “Exchange Message Interface” or “EMI” is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement, and study data. EMI format is contained in SR-320 CRIS Exchange Message Interface, an ATIS (Alliance for Telecommunications Industry Solutions) document that defines industry standards for exchange message interfaces.
- Y. “Extended Area Service” or “EAS” shall mean telecommunication service whereby End Users/Customers located in a given exchange may make calls to and receive calls from another exchange or make calls to one or more exchanges without usage charges. EAS areas are determined by the Commission.
- Z. “Integrated Services Digital Network” or “ISDN” means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface ISDN (BRI-ISDN)

provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

- AA. “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- AB. “IntraLATA Telephone Toll Service” is defined in accordance with Aliant's current IntraLATA Toll serving areas, as determined by the Commission.
- AC. “Local Access and Transport Area” or “LATA” denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to service common social, economic, and other purposes.
- AD. “Loop” or “Local Loop” means the entire transmission path which extends from, but not including, the NID at an End User/Customer’s premises to the Main Distribution Frame or other designated frame or panel in the Aliant Wire Center which serves the End User/Customer.
- AE. “Local Service” or “Local Traffic” is defined as Telephone Exchange Service.
- AF. “Local Service Request” or “LSR” means the industry standard forms, e.g. OBF forms and supporting documentation and associated procedures used for ordering Local Service.
- AG. “LSPI” is defined as Local Service Provider Identification.
- AH. “Local Switch Features” are optional End User/Customer switched services that include CLASS features, but are not necessarily limited to: Last Call Return; Call Trace; Caller ID and Caller Display Blocking; Priority Call, Call Waiting; Selective Call Forward; Call Rejection.
- AI. “Main Distribution Frame” or “MDF” means the distribution frame of the Party providing Loop facilities. The MDF is used to connect cable pairs and line and trunk equipment terminals on a switching system.
- AJ. “Mated Pair Functionality” refers to the deployment of Service Control Points (SCPs) and Service Transfer Points (STPs). SCPs and STPs are usually deployed in mated pair configurations in separate physical locations to ensure network-wide service in the event of an isolated failure.
- AK. “MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions

(including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

- AL. “MECOD” refers to the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, that functions under the auspices of the CLC of ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.
- AM. “Nonrecurring Charge” means any charge not billed on a monthly recurring or usage basis, e.g. one time installation, service order, trip, or central office charge.
- AN. “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- AO. “NXX” means the fourth, fifth and sixth digits of a ten-digit telephone number.
- AP. “OCN” is defined as Operating Company Number.
- AQ. “Party” means either Aliant or NT&T and “Parties” means Aliant and NT&T.
- AR. “Public Safety Answering Point” or “PSAP” is an answering location for 911 calls originating within a defined geographic area.
- AS. “Publish” means not by way of limitation but by way of illustration, the following with respect to the Directories:
1. obtaining and using End User/Customer List Information, End User/Customer delivery information, telephone service provider information, and community information;
 2. selling, pricing, and advertising;
 3. promoting usage, marketing, and branding;

4. developing, designing, composing, arranging, compiling, advertising, content, format, and style;
5. exercising editorial control;
6. sizing, producing, printing, and manufacturing;
7. delivering and distributing, and
8. managing other miscellaneous matters related to the Directories.

AT. “Rate Center” means the specific geographic point 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 Telephone Exchange Service. The “Rate Center Point” is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive End User/Customer traffic to or from the particular NPA-NXX designations associated with the specific Rate Center. The “Rate Center Area” is the exclusive geographic area identified as the area within which the LEC will provide Telephone Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center Point must be located within the Rate Center Area.

AU. “Reseller” is a category of CLEC, certified by the Commission, that obtains dial tone and associated telecommunications services from Aliant through the purchase of bundled finished services for resale to the CLEC’s End Users/Customers.

AV. “Service Control Point” or “SCP” means a signaling end point that acts as a data base to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

AW. “Service Management System” or “SMS” is defined as a computer data base system not part of the public switched network that interconnects to an SCP and sends to that SCP information and call processing instructions needed for a network switch to process and complete a telephone call. The SMS is the mechanism used to populate call-related data base information stored in a service provider’s SCP.

AX. “Service Switching Point” or “SSP” means a telephone switch capable of launching queries to and receiving responses from entities in the SS7 network. A query/response pair is sometimes referred to as a “data base dip”. SSP

functionality is service-specific, that is, 800-number functionality is distinct from LIDB functionality, which is distinct from CNAM functionality.

- AY. “Signaling Transfer Point” or “STP” means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives, and processes Common Channel Signaling messages.
- AZ. “Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors, or similar Switched Exchange Access services.
- BA. “Tariff Services” as used throughout this Agreement refers to the respective Parties’ interstate tariffs and state tariffs, price lists, price schedules, and catalogs.
- BB. “Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- BC. “Telecommunications Service” 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.
- BD. “Telephone Exchange Service” means (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End Users/Customers intercommunicating service of the character ordinarily furnished by a single exchange or local calling area and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a End User/Customer can originate and terminate a telecommunications service. EAS and ELCA services are included in Telephone Exchange Service.
- BE. “Telephone Toll Service” means telephone service between different exchange areas of which there is a separate charge not included in contracts with End Users/Customers for exchange service.

- BF. “Traffic Type” is the characterization of traffic as Telephone Exchange Service (also known as Local, EAS, or ELCA) or “Telephone Toll Service” which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement.
- BG. “Wire Center” denotes a building or space within a building, that serves as an aggregation point on a given carrier’s network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Office switches, used for the provision of Telephone Exchange Service and Exchange Access Services, are located.
- BH. “0ZZ Digits” denotes the domestic call type, e.g. 1+, and thus the specific trunk group onto which a particular call should be routed.

IV. INTERCONNECTION

A. Proof of Authority

Prior to placing orders that change the Local Service provider of an End User/Customer, the ordering Party shall be responsible for obtaining and having in its possession Proof of Authority (“POA”). POA shall be documentation consistent with the rules and requirements of the FCC, the Commission, and applicable law. Currently, such selection may be obtained in the following ways:

1. The End User/Customer’s written Letter of Authorization or LOA;
2. The End User/Customer’s electronic authorization by use of an 8ZZ number; or
3. The End User/Customer’s oral authorization verified by an independent third party (with third party verification as POA).

B. Changes in Local Service Provider

If an End User/Customer or some other affected person disputes the authority of a Party to change the Local Service provider (or to take other action on behalf of such End User/Customer), or if some other discrepancy is asserted with respect to the propriety of an order affecting the Local Service on an End User/Customer, the Party placing such order shall be responsible to provide the appropriate evidence of its authority to place such an order within thirty (30) days.

1. If there is a conflict between the End User/Customer and the evidence of the Party, then the designation of the End User/Customer shall be

honored. But where the Party's evidence of authority is genuine and proper, any customary charge or fee to transfer the End User/Customer shall be borne by the End User/Customer or the Local Service provider to which the End User/Customer is transferred.

2. If the Party is unable to provide the appropriate evidence of its authority for placing the order within thirty (30) days (or if the evidence indicates the authority was not adequate or justified), then the Party must direct and facilitate the return of the End User/Customer to the *status quo ante*, including returning any End User/Customer records, information, and billing data, reestablishing the service of the End User/Customer with its prior Local Service carrier. Further, and as appropriate, such Party shall pay one or more of the following charges the rates for which are listed in Appendix A:
 - a. local service provider change charge
 - b. unauthorized local service provider change charge
 - c. nonrecurring charges

C. Directory Assistance

1. Aliant agrees to provide to NT&T directory assistance service and caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service Aliant makes available to its own users.
2. The wholesale rates for directory assistance and directory call completion are listed in Appendix A.
3. Additional charges, for Aliant IntraLATA Telephone Toll Services, also apply for completed IntraLATA Telephone Toll calls as listed in Appendix A.

D. Busy Verification Service

1. Line Status is performed when the NT&T's End User/Customer requests assistance from Aliant's operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the End User/Customer initiating the Line Status inquiry. Only one Line Status attempt will be made per End User/Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

2. Busy Interrupt is performed when Aliant's operator bureau interrupts a telephone call in progress after Line Status has been performed. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the End User/Customer initiating the Busy Interrupt request. The operator bureau will make only one Busy Interrupt attempt per End User/Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
3. The wholesale rates for Line Status and Busy Interrupt are listed in Appendix A.

E. Operator Services

1. Description of Service

Operator Services refers to functions End Users/Customers associate with the "0" operator.

2. Functions include:

- a. 0-Coin (Zero Minus Coin) these functions complete coin calls, collect coins and provide coin rates.
- b. Alternate Billing Services (ABS or 0+ (Zero Plus Dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
- c. 0- (Zero Minus) or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes for Aliant provided services, and emergency call completion.

3. Call Completion and Assistance

Aliant Operators will provide operator call completion, and assistance to any NT&T End User/Customer reaching Aliant Operators in the same manner as they provide such services for End Users/Customers served by Aliant.

4. Wholesale rates for Operator Services (Toll and Local) are listed in Appendix A.

V. RESALE

A. Description

Aliant's Telephone Exchange Service, Local Switch Features, and IntraLATA Telephone Toll Service (as defined in Section III) will be available for resale from Aliant pursuant to the Act. This Agreement references terms, conditions, and retail prices in Aliant tariffs, where applicable. Appendix A lists services under this Agreement and applicable discounts.

B. Scope

1. Telephone Exchange Service, Local Switch Features, and IntraLATA Telephone Toll Service may be resold only for their intended or disclosed use as allowed in Aliant's tariffs and only to the same class of End User/Customer to which Aliant sells such services, e.g. residence service may not be resold to business End Users/Customers.
2. Aliant shall provide to NT&T services for resale that are equal in quality, subject to the same lawful conditions (including the conditions in Aliant's effective tariffs), and within the same provisioning time intervals that Aliant provides to Aliant's End Users/Customers.
3. Centrex service and Enhanced Services are not subject to resale under this Agreement.

C. NT&T Responsibilities

1. NT&T shall send Aliant complete and accurate End User/Customer listing information for Directory Assistance, Directory, and E911 Emergency Services using Aliant's resale order form and process. NT&T shall provide to Aliant accurate End User/Customer information to ensure appropriate listings in any data bases, e.g. LIDB, CNAM, in which Aliant is required to retain and/or maintain End User/Customer information. Aliant assumes no liability for the accuracy of information provided by NT&T.
2. NT&T may reserve Aliant telephone numbers in groups of twenty (20) as allowed by Aliant's tariffs. Rates for these numbers are listed in Appendix A.
3. NT&T assumes responsibility for all fraud associated with service to its End Users/Customers and accounts. Aliant takes no responsibility, will not investigate, and will make no adjustments to NT&T's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of Aliant. Notwithstanding the above, if Aliant becomes aware of potential fraud with respect to NT&T's accounts, Aliant will promptly inform NT&T and, at the direction of NT&T, take reasonable

action to mitigate the fraud where such action is possible. The Parties agree that they shall cooperate with one another to resolve cases of fraud.

4. The Parties agree to cooperate and share information reasonably necessary to permit Aliant to adequately prepare for the orderly and non-discriminatory transition of End/User Customers to NT&T. The Parties agree to appoint a single point of contact for purposes of implementing and maintaining the terms and conditions of this Agreement.
5. Each Party shall be responsible for notifying its End Users/Customers of any changes in numbering or dialing arrangements. This includes changes such as the introduction of new NPAs or new NXX codes.

D. Rates and Charges

1. Resold services as listed in Appendix A are available for resale at the applicable discount percentage.
2. If retail tariffed rates change, new rates for resold services will be effective upon the tariff's effective date.
3. A Local Service Provider Change Charge as listed in Appendix A shall be the only non-recurring charge applied when transferring any existing account, or portions thereof, which shall be done "as is" as defined in Section VI.A.2, from one Party to the other.
4. Except as provided in Section V.D.3 above, all applicable non-recurring charges for any changes (e.g. installations, additions, premise locations) to an End User/Customer account shall be governed by the applicable provisions in Aliant's tariffs.
5. A Subscriber Line Charge (SLC) will continue to be paid by NT&T without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.
6. On the same terms that Aliant's End Users/Customers are charged and required to pay the Primary Interexchange Carrier (PIC) change charge(s), NT&T will pay to Aliant the PIC change charge, without discount, where NT&T requests and authorizes a change in the PIC of its End User/Customer.
7. NT&T agrees to pay Aliant when its End User/Customer activates any resold services or features that are billed on a per use or per activation

basis subject to the applicable discount in Appendix A, e.g. continuous redial, last call return, call trace. Aliant will promptly bill such changes, with adequate detail so that the particular line can be easily identified. Unless unlawful, Aliant will disable such per use or per activation features, without charge, at the request of NT&T.

8. In accordance with applicable regulations, the Presubscribed Interexchange Carrier Charge (PICC) will be paid by NT&T, without discount, for each local exchange line resold under this Agreement that has not selected a Presubscribed Interexchange Carrier. All federal and state rules and regulations associated with PICC as found in the applicable tariffs also apply.
9. Resold services and unbundled network elements are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if NT&T requests that facilities be constructed or enhanced to provide resold services or unbundled network elements, Aliant will evaluate such requests in accordance with the terms and conditions of Aliant's General Exchange Tariff.
10. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff.

VI. ORDERING AND MAINTENANCE

A. General

1. NT&T, or NT&T's agent, shall act as the single point of contact for its End Users/Customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. NT&T shall make it clear to its End Users/Customers that they are End Users/Customers of NT&T. NT&T's End Users/Customers contacting Aliant will be instructed to contact NT&T; however, nothing in this Agreement, except as provided in Section IX, shall be deemed to prohibit Aliant from discussing its products and services with NT&T's End Users/Customers who call Aliant for any other reason. Aliant's End Users/Customers contacting NT&T will be instructed to contact Aliant; however, nothing in this Agreement, except as provided in Section IX., shall be deemed to prohibit NT&T from discussing its products and services with Aliant's End Users/Customers who call NT&T for any other reason. The Parties agree that they will not disparage each other, and both of them agree to

conduct any sales activities fairly, reasonably, and in compliance with applicable law.

2. Consistent with procedures that the Parties shall agree upon to assure prompt, non-discriminatory treatment of NT&T, NT&T will send to Aliant all information necessary for the installation, e.g. billing, listing, repair, maintenance, and post-installation servicing according to Aliant's standard procedures, as described in the Aliant Interconnection and Service Resale Guide that will be provided to NT&T. When Aliant's End User/Customer or the End User/Customer's new service provider discontinues the End User/Customer's service in anticipation of moving to another service provider, Aliant will render its closing bill to the End User/Customer effective with the disconnection. Where the End User/Customer is transferring its service from NT&T to another provider, Aliant will issue a bill to NT&T for that portion of the service provided to NT&T for that End User/Customer. Aliant will transfer the End User/Customer's service features and functionalities "as is" to NT&T. "As is" shall mean the customer information, premise location, telephone number, class of service, service designations, and features are the same (excluding products and services not available for resale, unless otherwise provided in separate agreements) as provided by the previous local service provider prior to transfer. Aliant will notify NT&T when End User/Customer moves to another service provider. Aliant will not provide NT&T with the name of the other service provider selected by the End User/Customer.
3. The Parties will provide each other with points of contact for order entry, problem resolution, and repair of the resold services.
4. Prior to placing orders on behalf of the NT&T End User/Customer, NT&T shall be responsible to obtain and to have in its possession the POA of the End User/Customer's selection of NT&T as service provider.
5. Prior to placing orders that will disconnect a line from another service provider's account, NT&T is responsible for obtaining all information customarily required within the industry to process the disconnect order and re-establish the service on behalf of the NT&T's End User/Customer.
6. Disputes, discrepancies, or conflicts between a End User/Customer (and/or its respective agent) and NT&T regarding NT&T's authority to act on behalf of the End User/Customer are governed by language in Section IV.B preceding.

7. NT&T shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users/Customers.
8. When End Users/Customers switch from Aliant to NT&T, or to NT&T from any other service provider and do not change their service address to an address served by a different central office, such End Users/Customers shall be permitted to retain their current telephone numbers if they so desire. Aliant shall take no action to prevent NT&T End Users/Customers from retaining their current telephone numbers. Further, the Parties agree to cooperate with respect to transferring entire NXX prefixes where all of the End Users/Customers using the NXX transfer from one Party to the other.
9. Aliant agrees to accept orders through a single point of contact via fax or other method to be determined. The Parties agree to work together in the development of an electronic interface but no timeline has been set.
10. The installation due date shall be provided within time frames and in a manner consistent with services provided by Aliant to its own End User/Customers for like services. In unique situations, service intervals, due dates, termination liability, and other like matters will be negotiated between the Parties.
11. Aliant will work cooperatively with NT&T to resolve trouble reports. The Parties will cooperate in developing mutually acceptable test report standards. Where Aliant provides work or testing and the trouble is not in Aliant's network, Aliant shall apply to NT&T the service maintenance charge as listed in Appendix A.

VII. MISDIRECTED REPAIR CALLS

NT&T and Aliant will employ the following procedures for handling misdirected repair calls:

1. NT&T and Aliant will provide their respective End Users/Customers with the correct telephone numbers to call for access to their respective repair bureaus.
2. End Users/Customers of NT&T shall be instructed to report all cases of trouble to NT&T. End Users/Customers of Aliant shall be instructed to report all cases of trouble to Aliant.
3. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Telephone Exchange Service.

4. NT&T and Aliant will provide their respective repair contact numbers to one another on a reciprocal basis. Misdirected repair calls shall not be used as an opportunity to market or sell any service or product. Either Party may respond with correct information in answering End Users/Customers questions.

VIII. ANCILLARY SERVICES AND ARRANGEMENTS

A. E911/911 Service

1. Aliant shall provide to NT&T, for NT&T's End Users/Customers, E911/911 call routing to the appropriate PSAP. NT&T shall provide NT&T End User/Customer information to Aliant using Aliant's format. Aliant shall provide NT&T's End User/Customer information to the PSAP. Aliant shall use its service order process to update and maintain, on the same schedule that it uses for its End Users/Customers, the NT&T End User/Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Data Base Management System) used to support E911/911 services, pursuant to Aliant's standards. NT&T assumes all responsibility for the accuracy of the data that NT&T provides to Aliant for E911 data base operation.
2. The collection and reimbursement of any E911/911 surcharges to the PSAP by NT&T on behalf of NT&T's End Users/Customers is the sole responsibility of NT&T.
3. E911 Data Base accuracy shall be as set forth below:
 - a. Automatic Location Identification ("ALI") discrepancies will be handled jointly by the PSAPs and Aliant in a format supplied by Aliant. Discrepancies shall be forwarded to NT&T by Aliant when relevant and will indicate incidents when incorrect or no ALI data is displayed.
 - b. Each discrepancy report will be jointly researched by Aliant and NT&T as appropriate. Corrective action will be taken immediately by the responsible Party.
 - c. Each Party will be responsible for the accuracy of its End User/Customer records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User/Customer data provided for inclusion in the E911 Data Base.

B. Directory Services

1. Listings Service (“Listings”) consists of Aliant placing the names, addresses, and telephone numbers of NT&T's End Users/Customers in Aliant's listing data base in a nondiscriminatory manner, based on End User/Customer information provided to Aliant by NT&T. Aliant is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 3 below.
2. NT&T will provide in Aliant required format, and Aliant will accept at no charge, one primary listing for each telephone number belonging to NT&T's End Users/Customers. Primary listings and all other listings are defined in Aliant's General Exchange Tariff.
3. NT&T grants Aliant a non-exclusive license to incorporate Listings information into its directory assistance data base. Aliant's use of NT&T's Listings and dissemination will be handled in the same manner as Aliant's End User/Customer listings.
4. To the extent that Aliant's tariffs limit Aliant's liability with regard to Listings, the applicable tariff(s) supersedes Section XIX. G, (Limitation of Liability), of this Agreement with respect to Listings only.
5. Aliant Responsibilities
 - a. Aliant is responsible for maintaining Listings, including entering, changing, correcting, rearranging, and removing Listings in accordance with NT&T orders. Aliant will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that NT&T has supplied Aliant the necessary privacy indicators on such Listings.
 - b. Aliant will include NT&T Listings provided to Aliant in Aliant's Directory Assistance service to ensure callers to Aliant's Directory Assistance service have non-discriminatory access to NT&T's Listings.
 - c. Aliant will include NT&T Listings provided to Aliant in the appropriate white and yellow pages directory published by Aliant as listed in Appendix B.
6. NT&T Responsibilities

- a. NT&T agrees to provide to Aliant NT&T End User/Customer names, addresses, and telephone numbers to Aliant in a standard format, as specified by Aliant.
- b. NT&T will supply listing ownership information such as OCN and/or LSPI as appropriate with each order.
- c. NT&T is responsible for the accuracy of the End User/Customer information provided to Aliant including providing to Aliant, all End User/Customer requested restrictions on use such as non-published and non-listed. NT&T shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings that it supplies to Aliant.
- d. NT&T is responsible for all dealings with, and on behalf of, NT&T's End Users/Customers, including:
 - i. All End User/Customer account activity, e.g. End User/Customer queries and complaints.
 - ii. All account maintenance activity, e.g. additions, changes, issuance of orders for Listings to Aliant.
 - iii. Determining privacy requirements and accurately coding the privacy indicators for NT&T's End User/Customer information. If End User/Customer information provided by NT&T to Aliant does not contain a privacy indicator, no privacy restrictions will apply.
 - iv. Any additional directory services requested by NT&T's End Users/Customers.
- e. NT&T shall have no liability where Aliant and an End User/Customer negotiate or establish a direct relationship with each other.

7. Directory Publishing, Distribution, and Yellow Pages

Aliant and NT&T agree that certain issues, such as yellow page advertising, directory distribution, information pages, and yellow page listings, will be the subject of negotiations between NT&T and Aliant. The terms and conditions under which directories will be available are described in Appendix B.

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Aliant is aware of the requirements for access to its Operational Support Systems (OSS) to meet the needs of the FCC's 1st and 2nd Orders. Specific provisions related to OSS will be contained in a separate agreement between the Parties. This separate agreement will be subject to any request of Aliant based on Section 251(f)(2) of the Act. Aliant will notify NT&T when Aliant files for such modification or suspension.

Until such time that a separate OSS agreement is negotiated and agreed upon between the Parties, the Parties agree that the following requirements shall govern the ordering and provisioning of service:

- A. NT&T shall be able to retrieve and Aliant shall provide End User/Customer service records and related information in a timely manner not to exceed one (1) business day from the time of the request by NT&T. Such End User/Customer information shall be provided by Aliant to NT&T in a mutually agreed upon format;
- B. Upon receipt of a completed LSR for an existing Aliant account, Aliant shall process the LSR and convert the End User/Customer account to NT&T in a timely manner not to exceed five (5) business days from the time of Aliant's receipt of the completed LSR. Aliant shall convert all new End User/Customer accounts in a timely and nondiscriminatory manner; and
- C. Upon submission to Aliant of any service- or billing-related trouble report with respect to any existing or prospective NT&T End User/Customer, Aliant shall promptly investigate such trouble report in a nondiscriminatory manner. Aliant agrees that all NT&T-related trouble tickets shall be worked in a nondiscriminatory manner and reasonable efforts shall be exercised to clear trouble tickets within twenty-four (24) hours of NT&T providing notice to Aliant of the trouble report.

X. NOTICE OF CHANGES

Any new tariffed service Aliant offers in the future at retail to End Users/Customers who are not telecommunications carriers shall also be available to NT&T for resale. If Aliant offers a new retail service that is subject to resale by NT&T, Parties agree to use the appropriate discount for similar services as listed in Appendix A. Each Party shall be responsible for providing any and all necessary notice to its End Users/Customers of the new service. Unless required by applicable law or regulation, Aliant shall not be responsible for providing such notice to NT&T's End Users/Customers.

XI. INTERCEPT SERVICE

When a End User/Customer changes from Aliant to NT&T, or from NT&T to Aliant, and does not retain their original listed telephone number, both Parties will provide a transfer of service announcement on the abandoned telephone number. This announcement will provide information on the new number that must be dialed to reach this End User/Customer and shall be provided for length of time consistent with the length of time the Parties provide this service to their own End User/Customer. Unless otherwise set forth in Appendix A, there will be no charge for such service.

XII. DATA EXCHANGE FOR BILLING

- A. There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be exchanged, accounted for, and settled among the Parties.
- B. The exchange of billing records for alternate billed calls, e.g. calling card, third number billed, and collect, will be distributed and settled through the existing CMDS and casual billing clearinghouse processes, unless otherwise separately agreed to by the Parties.
- C. Aliant shall provide NT&T on an agreed upon interval and format information sufficient for NT&T to bill its End Users/Customers for usage based or event-billed service. The billing frequency shall be not less than once every two weeks, and the format shall be automated, machine readable and acceptable to both Parties. The Parties will establish such other standards and criteria as appropriate.

XIII. AUDIT PROCESS

A. Definition

- 1. "Audit" shall mean the comprehensive review of:
 - a. Data used in the billing process for services performed, under this Agreement; and
 - b. Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Resale of Services.

B. Condition

The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation,

arbitration, or otherwise. This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit, and the requesting Party shall identify the matter and issues to be reviewed.
2. The Audit shall occur upon sixty (60) business days written notice by the requesting Party to the non-requesting Party subject to the reasonable scheduling requirements and limitations of the Audited Party.
3. The Audit shall occur during normal business hours in a manner so as not to interfere with the Audited Party's operations and must be in compliance with the Audited Party's security rules.
4. There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12) month period.
5. The requesting Party may review the non-requesting Party's records, books, and documents, as may reasonably contain information relevant to the operation of this Agreement.
6. The location of the Audit shall be the location where the requested records, books, and documents are retained in the normal course of business.
7. All transactions under this Agreement which are over eighteen (18) months old will be considered accepted and no longer subject to Audit.
8. Each Party shall bear its own expenses occasioned by the audit, provided that the expense of any special data collection shall be born by the requesting Party. However, in the event an Audit finds an adjustment in favor of the non-requesting Party by an amount that is, on an annualized basis, greater than three (3) percent of the aggregate charges for Services under this Agreement, the requesting Party shall pay all expenses incurred by the non-requesting Party for purposes of the Audit.
9. The non-requesting Party may request that an Audit be conducted by a mutually agreed-to independent auditor. Under all circumstances, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
10. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

C. Proprietary Information

All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered proprietary information as defined in Section XIX.O. of this agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Aliant and NT&T will aggregate such competitors' data before release to the other Party, to ensure the protection of the proprietary nature of information of other competitors.

XIV. SERVICE STANDARDS

- A. Service Quality and Performance. Aliant shall provide services under this Agreement to NT&T that are equal in quality to that Aliant provides to itself, its Affiliates, or any other entity. "Equal in quality" shall mean that the service will meet the same technical criteria and performance standards that Aliant uses within its own network, and that the service is provisioned, repaired, and maintained at and to the same or like standards and intervals that Aliant uses within its own network and for its own End Users/Customers in like circumstances.
- B. Network Outages. Aliant shall notify NT&T in a nondiscriminatory manner upon the discovery of a major network outage. The Parties' shall work to establish responsibilities for network outages and reporting. All network outages impacting, directly or indirectly, NT&T End Users/Customers shall be repaired in a non-discriminatory manner that is at least equal in quality and timeliness to that Aliant provides to its own End User/Customers.
- C. The Parties agree to work cooperatively on standard measurements and reports.

XV. IMPLEMENTATION SCHEDULE

Within thirty (30) days of the effective date of this Agreement, the Parties shall provide each other with information necessary to process LSR's and convert End User Customers in Aliant's territory.

Within thirty (30) days of the effective date of this Agreement, the Parties shall also meet to establish a schedule to implement the terms and conditions of this Agreement.

XVI. MISCELLANEOUS TERMS

A. General Provisions

1. The Parties shall cooperate with each other, and use reasonable efforts to ensure that their respective use of any service related to or provided for in this Agreement does not degrade the quality of service to other carriers or to either Party's End Users/Customers, and each Party may discontinue or refuse service where the use, action, or inaction of the other Party poses a genuine, material degradation of service to other carriers or other End Users/Customers; provided the foregoing is not intended to relieve a Party of any obligation to comply with the terms hereof in the absence of extraordinary or unusual use on the part of the other Party.
2. Each Party is solely responsible for the services it provides to its End Users/Customers and to other Telecommunications Carriers.
3. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term and Termination of Agreement

1. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for two (2) years from the effective date of this Agreement, and said Agreement shall continue in effect on a month-to-month basis until superseded by a subsequent agreement between the Parties, or until terminated by either Party upon one hundred eighty (180) days written notice, it being understood that the Parties shall honor the provisions hereof during the period set forth in 2. below.
2. Post-Termination Arrangements. Except in the case of termination as a result of either Party's default, the Parties shall honor the provisions of this Agreement without interruption until;
 - a. a new arrangement is voluntarily executed by the Parties or the Commission resolves disputed terms in an arbitration that is not overturned by a court of competent jurisdiction;
 - b. the Parties agree upon or otherwise accept standard terms and conditions approved and made generally effective by the Commission, if any; or

3. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; pursuant to Section XVII.L below or as set forth in this Section; provided, however; that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure such default within thirty (30) days following the date of such written notice, or if the default cannot be cured within such thirty (30) day period by the exercise of all reasonable and diligent effort and the defaulting Party commences to cure and reasonably proceeds with such cure, the thirty (30) day period shall be extended to include the time required to cure such breach, in no event to exceed ninety (90) days. In addition to the definition of default as set forth in Section XVII.L below, 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 to properly perform its obligations under this Agreement, or the violation of any material terms or conditions of this Agreement.
4. Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

C. Billing

1. Aliant shall bill NT&T and NT&T is responsible for all applicable charges for the resold services as provided herein. NT&T shall also be responsible for charges identified in this Agreement associated with resold services that NT&T resells to a NT&T End User/Customer, e.g. Local Service Provider Change Charge, under this Agreement.
2. Aliant shall provide NT&T, on a monthly basis, within 7-10 days of the first day of the month, a bill in an agreed upon format.
3. Aliant shall provide NT&T, on a monthly basis in an agreed upon format, individual End User/Customer information, e.g. IntraLATA Toll or event-billed services.

D. Payment and Deposit

1. Amounts payable under this Agreement are due and payable within forty-five (45) days after the date of invoice. Billing and collection of usage charges by NT&T from its End Users/Customers shall have no bearing on the amount or timeliness of NT&T's payment obligation to Aliant. Aliant is solely responsible for making all reciprocal compensation credits due to NT&T under this Agreement, and the billing and collection of usage charged by Aliant from its End Users/Customers shall have no bearing on the amount or timeliness of its credit obligations to NT&T.
2. Late payment penalties may be applied to all delinquent payments. Any such late payment penalty shall be the delinquent payment times the late payment factor as listed in Aliant's State Access Tariff.
3. Should NT&T become delinquent in its payments, Aliant may take one or more of the following actions, but only after thirty (30) days written notice to NT&T by Certified U.S. Mail and NT&T's failure to cure such delinquency within such time:
 - a. require a reasonable deposit to be held as security for the payment of charges,
 - b. refuse additional applications for network elements or resold service,
 - c. refuse to complete any pending orders for network elements or resold service;
 - d. discontinue resold services to NT&T, in accordance with the rules and regulations of the Commission.

Should Aliant require a deposit from NT&T, the deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with term and conditions acceptable to Aliant, or some other form of mutually acceptable security. Cash deposits will be credited to NT&T's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by NT&T. The fact that a deposit has been made does not relieve NT&T from any requirements of this Agreement.

In the case of discontinuance of services to NT&T, all applicable charges shall become due to Aliant.

Upon NT&T's satisfactory cure of any delinquency, Aliant shall rescind and revoke any actions taken by Aliant in response to the delinquency as permitted by this Section.

Should Aliant chose not to take action by the date specified in the thirty (30) days notice, and NT&T's payments continue to be delinquent, nothing contained herein shall preclude Aliant's right to any of the aforementioned actions without further notice.

4. Should NT&T dispute any portion of the monthly billing under this Agreement, NT&T will notify Aliant as soon as practicable, but if it intends to withhold payment of the disputed amount, then before the scheduled payment date for such amount. NT&T shall reasonably identify the amount and details of such dispute. Both NT&T and Aliant agree to expedite the investigation of any disputed amounts in an effort to resolve and settle any dispute prior to initiating any other rights or remedies. Should the dispute be found in Aliant's favor, NT&T shall promptly pay the amount due, along with interest from the payment due date at the late payment factor as listed in Aliant's State Access Tariff.
5. Cash deposits will be credited to NT&T's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by NT&T. The fact that a deposit has been made does not relieve NT&T from any requirements of this Agreement.

E. Taxes, Fees, and Surcharges

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) by authorized governmental entities, 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 such resale tax exemption. Failure to timely provide such resale tax exemption certificate will result in no exemption being available to the purchasing Party. The Parties will cooperate with each other to minimize the incidence of taxation upon each other.

F. 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 reasonable 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, catastrophic equipment failure, catastrophic 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"). In the event of a Force Majeure Event, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect, or equipment failure resulting from or caused by the other Party's acts or omissions or the acts or omissions of its agents or contractors in performing the obligations contained in this Agreement.
2. Except for indemnity obligations as provided herein, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
3. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

H. Indemnity

1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any

other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

2. The indemnification provided herein shall be conditioned upon:

- a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall 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.
- b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- c. In no event shall the indemnifying Party settle or consent to a judgement pertaining to any such action without the prior written consent of the indemnified Party.

I. Intellectual Property

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
2. The rights and licenses under the preceding sub-section are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any

software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

3. As a condition to the access or use of patents, copyrights, trade secrets, and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.
4. Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or their affiliates without execution of a separate agreement between the Parties.
5. NT&T shall not, without the express written permission of Aliant, state or imply that
 - a. NT&T is connected, or in any way affiliated with Aliant or its affiliates,
 - b. NT&T is part of a joint business association or any similar arrangement with Aliant or its affiliates,
 - c. Aliant and its affiliates are in any way sponsoring, endorsing or certifying NT&T and its goods and services, or
 - d. with respect to NT&T advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from Aliant or any of its affiliates. Nothing in this paragraph shall prevent NT&T from truthfully describing the nature of the interconnection it uses to provide service to its End Users/Customers.

6. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. NT&T may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of Aliant or its affiliates without execution of a separate agreement between the Parties.
7. NT&T acknowledges the value of the marks “Aliant” and “Aliant Communications” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Aliant and its affiliates (the “Owners”). NT&T recognizes that nothing contained in this Agreement is intended as an assignment or grant to NT&T of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. NT&T will do nothing inconsistent with the Owners ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. NT&T will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.
8. Aliant acknowledges the value of the marks “NT&T” AND “Nebraska Technology and Telecommunications” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to NT&T and its affiliates (the “Owners”). Aliant recognized that nothing contained in this Agreement is intended as an assignment or grant to Aliant of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. Aliant will do nothing inconsistent with the Owners ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Aliant will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

J. WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

K. 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 provided that each 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.

L. Default

If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Agreement, and such default or violation is not cured by the defaulting Party within the times provided in Section XVI.D.3 hereinabove, the non-defaulting Party may seek legal or regulatory relief in addition to any other remedies provided hereunder. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

M. Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise

expressly permitted 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.

N. Severability

In accordance with this Agreement, if one or more of the provisions contained herein must be modified because of changes in Existing Rules or modifications to arbitration proceedings, the Parties will negotiate in good faith for replacement language. If replacement language can not be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act. In all other respects, the provisions of this Agreement are not severable.

O. Nondisclosure

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data
 - a. furnished by one Party to the other Party dealing with End User/Customer specific, facility specific, or usage specific information, other than End User/Customer information communicated for the purpose of publication of directory data base inclusion, or
 - b. in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or
 - c. communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"),

shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as
 - a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - b. is or becomes publicly known through no wrongful act of the receiving Party; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization of the disclosing Party; or
 - g. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5. Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic on its network originated by NT&T's End User/Customer and transited through Aliant's network. The release shall be conditioned upon Aliant having a similar non-disclosure agreement with that third party carrier.
6. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.
7. In order to protect such Confidential Information from improper disclosure, each party agrees not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source.

P. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Q. Dispute Resolution

1. Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission and except for the Party's right to seek review in federal or state court, as the law provides, of the Commission's orders rendered in arbitration proceedings initiated pursuant to the Act, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. Nothing in this section should be construed as a waiver of or prejudice to either Party's rights to seek review of the Commission's arbitration decision in federal or state court, as the law provides, or upon reconsideration or remand before the Commission.

2. Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under 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 production, which 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 admissible, be admitted in evidence in the arbitration or lawsuit.

3. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one (1) individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, or in a mutually agreed upon location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The time intervals specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award

rendered by the arbitrator may be entered in any court having jurisdiction.

4. Costs.

Each Party shall bear its own costs of these proceedings. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

5. The Parties shall continue providing services to each other during the pending of any dispute resolution procedure, and they shall continue to perform their obligations (including making payments) in accordance with this Agreement.

R. Applicable Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of Nebraska. It shall be interpreted solely in accordance with the terms of the Act and Nebraska law.

S. 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 and, in the event of any ambiguities, no inferences shall be drawn against either Party.

T. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from

1. any environmental hazard that the indemnifying Party, its contractors or agents introduce to a location or
2. the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

Both Parties will comply, when working at the other Party's facility, with reasonable security, fire safety, and environmental practices developed by the

other Party. Such practices may be reviewed and agreed to between the Parties.

When third party contamination, such as petroleum contaminated water, sewage or utility hole sediment is discovered at a Party's facility, and must be remedied, nothing in this Agreement shall be construed to require the Party owning such facility to remedy the contamination and the obligation, if any, on the part of the owning Party to remedy such third party contamination shall be pursuant to applicable law. If the other Party desires or requires access to the facility, such other Party shall be entitled to remedy such contamination to the extent necessary to secure access to the facility, and the owning Party shall cooperate and provide reasonable assistance to such other Party in recovery of its costs from the responsible contaminator.

The Parties shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, the Parties will develop a cost-sharing procedure.

U. Cooperation on Fraud Minimization.

The Parties shall cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning End Users/Customers who terminate services to that Party without paying all outstanding charges, when that Party is notified that such End Users/Customers seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the End Users/Customers permission (in the format required by law) to obtain the information.

V. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln, NE 68501-81309

Attn.: William J. Ashburn, Wholesale Marketing and Services Manager

Dennis Hodges, President/CEO
Nebraska Technology & Telecommunications, Inc.
809 N. 96th St., Ste. 210
Omaha, NE 68114

With copy to:
Timothy F. Clare, Esq.
Rembolt Ludtke & Berger
1201 Lincoln Mall, Ste. 102
Lincoln, NE 68508

Each Party shall inform the other of any changes in the above addresses.

W. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations.

Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

X. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

Y. Binding Effect

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

Z. Referenced Documents

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. Whenever any provision of this Agreement refers to a technical reference, technical publication, NT&T practice, Aliant practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, NT&T practice, Aliant practice, or publication of industry standards. Should there be any inconsistency between or among publications or standards, NT&T and Aliant shall mutually agree which requirement shall apply.

AA. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

AB. Amendment

NT&T and Aliant may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and corrections to this Agreement.

AC. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

AD. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

AE. Cancellation Charges

Except as provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

AF. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and shall, at all times, be subject to review by the Commission. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

AG. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

AH. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

AI. Cooperation

The Parties agree that this Agreement involves the provision of Aliant's network elements or resold services in ways such network elements or resold services were not previously available and the introduction of new processes and procedures to provide and bill such network elements or resold services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes, and in reasonably resolving issues which result from such implementation on a timely basis.

AJ. Consent

Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

AK. Law Enforcement and Service Annoyance

Aliant and NT&T will develop procedures to handle requests from law enforcement agencies for service termination, wire taps, and provisions of End User/Customer Usage Data pursuant to a lawful process as well as procedures to handle NT&T End User/Customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for NT&T to interface with Aliant regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis and otherwise on the same basis as Aliant provides access for its own End Users/Customers.

AL. Compliance with the Communications Law Enforcement Act of 1994 (CALEA)

Each Party represents and warrants that any equipment, facilities, or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant party's sole cost and expense, modify or replace any equipment, facilities, or services provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

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

Nebraska Technology &
Telecommunications, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

APPENDIX A
 NT&T AND ALIANT COMMUNICATIONS CO.
 PRICING AGREEMENT

Discounts on Resale Services

	Discount
Basic Local Exchange Service - Residence*	15.0%
Basic Local Exchange Service - Church*	15.0%
Basic Local Exchange Service - Business*	15.0%
Private Line	15.0%
Digital Services	15.0%
ISDN	15.0%
Frame Relay	15.0%
IntraLATA Toll	15.0%
Directory Listings (1)	15.0%
Class & Custom Calling Features	15.0%
All Nonrecurring Charges	0%

*Includes ELCA and EAS.

(1) Same rate applies for all NT&T end users, whether service is provided by resale, unbundled elements, or otherwise.

Operator and Directory Assistance: (2)

Per Occurrence	
Directory Assistance	\$.50
Directory Assistance Call Completion	\$.35
Line Status	\$.87
Busy Interrupt	\$.72

(2) The rates charged for these services shall not, at any time, exceed the retail rate Aliant charges its own End/User Customers.

Other Charges

Local Service Provider Change Charge (Per Account) [Both Parties]

Resale

Residential \$10.00

Business \$19.00

Unauthorized Local Service Provider Change Charge
(Per Occurrence) [Both Parties]

\$75.00

Service Maintenance Charges per Half Hour per Person [Both Parties]:

Regular \$23.85

Overtime \$30.21

Premium \$36.56

	Monthly	Nonrecurring
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Direct Inward Dial Numbers (Per Block of 20 Numbers)

	\$30.00	-
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APPENDIX B

DIRECTORIES AGREEMENT

This Directories Agreement (hereinafter referred to as "Appendix B"), made as of this 1st day of March, 1999, is between Nebraska Technology & Telecommunications, Inc. ("NT&T") a Nebraska corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. SCOPE

- A. This Appendix B is made in furtherance of an interconnection agreement between the Parties of even date herewith. This Appendix B applies to Aliant-Published white and yellow page Directories associated with Aliant's operating wireline territory in the State of Nebraska ("Aliant's Territory") and NT&T's End Users/Customers located in those same geographic areas.
- B. NT&T may identify Aliant as NT&T's official Directory Publisher in public announcements, promotional and advertising materials, and NT&T sales channel contacts with respect to the geographic areas set forth in A. above.
- C. Parties shall consult as appropriate with, and give each other prior written notification of any changes in, policies or products that may impact the other Party's obligations under this Appendix B. Neither Party may make any commitments on behalf of the other Party.
- D. Subject to the terms and conditions of this Appendix B, and with respect to the geographic areas set forth in A. above, NT&T desires to have Aliant be its non-exclusive Directory Publisher, and Aliant is willing to do so, and is willing to include (a) general information about NT&T in the introductory pages of Aliant's White Pages, and (b) the End User/Customer List Information of End Users/Customers served by NT&T in Aliant's white and yellow pages Directories.
- E. With respect to the geographic areas set forth in A. above (i) Aliant has the right to solicit and promote advertising from NT&T End Users/Customers in Aliant's white and yellow page Directories, and (ii) Aliant is willing to accept yellow page advertising from NT&T End Users/Customers upon like terms and conditions that it offers to its own customers.

II. GRANT OF LICENSES

- A. NT&T hereby grants to Aliant the non-exclusive, perpetual, royalty-free, right and license to access, use, copy, modify, enhance, disclose, display, Publish, distribute, and sublicense the End User/Customer List Information as defined above, in connection with Aliant's white page and yellow page Directories published for all or any portion of Aliant's Territory.
- B. The rights and licenses set forth in II.A. above shall continue with respect to any Directory actually Published, in perpetuity, however, as to future Publications and future Directories, the rights and licenses set forth in II.A. above shall terminate and expire upon the termination of this Appendix B in whole or with respect to a particular geographic area/Directory.
- C. Except for the permitted uses contemplated in this Appendix B, End User/Customer List Information and any other data provided by NT&T for the publication or delivery of the Directories shall be treated by Aliant, its employees, agents, and subcontractors as confidential information. Aliant shall, at its expense, protect NT&T's listing information furnished to it from unauthorized use, disclosure, misappropriation, and infringement by third parties including but limited to Aliant and other local exchange carriers, in the same manner as it would protect its own information.
- D. NT&T represents and warrants to Aliant that:
 - 1. NT&T is the lawful owner of NT&T's End User/Customer List Information and NT&T's End User/Customer delivery information;
 - 2. NT&T has the necessary power and authorization to grant the rights and licenses described herein to Aliant; and
 - 3. The authorization to Aliant by NT&T to use the End User/Customer List Information set forth herein does not violate or infringe upon the intellectual property rights or other rights of any third party or require the consent of any third party.
- E. NT&T agrees to use reasonable efforts to ensure that the End User/Customer List Information and End User/Customer delivery information provided to Aliant by or on behalf of NT&T is up-to-date, complete, and accurate with the appropriate deletions and designations as described in Section III and Section IV below.

- F. Aliant hereby grants to NT&T a non-exclusive, royalty-free, right and license to use the trade name and trade mark, "Aliant" in connection with NT&T's advertising and promotional materials relating to the Directories for Aliant's Territory published by Aliant during the term of this Appendix B, provided that each type of use or same category of use in any part of the Directories shall be pre-approved by Aliant in writing and in accordance with standards specified by Aliant. NT&T will, upon termination of this Appendix B in whole or with respect to a particular geographic area/Directory, discontinue all such use and display thereof, except as otherwise agreed by the Parties in writing.

- G. NT&T hereby grants to Aliant a non-exclusive, royalty-free, right and license to use the trade name, and trade mark "NT&T" in connection with Aliant's advertising and promotional materials relating to the Directories for Aliant's Territory published by Aliant during the term of this Appendix B, provided that each use or same category of use in any part of the Directories shall be pre-approved by NT&T in writing and in accordance with standards specified by NT&T. Aliant, will, upon termination of this Appendix B in whole or with respect to a particular geographic area/Directory, discontinue all such use and display thereof, except as otherwise agreed by the Parties in writing.

- H. The copyrights and other intellectual property rights in each of the Directories covered by this Appendix B, and any and all illustrations, artwork, photographs, video, audio, text, maps and other advertising and information content created or procured for the Directories or for other Aliant products and services which are not submitted by NT&T or its End Users/Customers' advertisers, shall be the sole and exclusive property of Aliant. NT&T agrees not to copy the Directories or any other Aliant products and services, or any portion thereof, and not to engage in any activities which are inconsistent with Aliant's intellectual and proprietary rights therein.

III. LISTINGS

- A. NT&T agrees to supply Aliant, on a regularly scheduled basis, at no charge, and in a mutually agreed upon format, e.g. OBF developed, all listing information for NT&T's business and residence End Users/Customers who wish to be listed in the white pages of the Aliant Published Directory for the End Users/Customers' area (Territory.) Listing information consists of data such as names, addresses, and telephone numbers. Aliant will provide confirmation of receipt of such listing information.

- B. Aliant shall employ NT&T's listing information for the production and distribution of Directories covered by this Appendix B.
- C. Listing inclusion in a given Directory will be in accordance with directory configuration, scope, and schedules and such determinations will be made at the sole discretion of Aliant.
- D. NT&T's business End Users/Customers will receive a single classified listing at no charge in the corresponding yellow pages under the classified heading that most accurately reflects the primary nature of their respective businesses, and Aliant will supply NT&T with a list of authorized classified headings. NT&T agrees to supply Aliant with a classified heading assignment for every End User/Customer who wishes to receive said listing.
- E. NT&T's residential End Users/Customers will receive a single alphabetical listing at no charge in the alphabetical listings section of the Directory.
- F. Other listings, e.g. additional listings, that are made available to Aliant End Users/Customers will be made available to NT&T for the benefit of its End Users/Customers. Rates for these listings are listed in Appendix A to the Agreement.
- G. NT&T consents to allow Aliant to send NT&T End User/Customer Listing Information to Aliant's Directory Publisher, yellow pages sales staff, and directory assistance personnel. Aliant will not license, sell or otherwise transfer any list containing End User/Customer Listing Information to any other third party, e.g. Directory Publishers, directory assistance providers, without NT&T's prior consent, which consent will not be unreasonably withheld. If NT&T requests Aliant to extract or identify its End Users/Customers for a third party transaction, then Aliant may charge NT&T a reasonable service bureau extraction fee and NT&T will be free to establish its own fees for direct billing to third parties.
- H. Aliant shall have the right, but not the obligation, to contact any and all End Users/Customers of NT&T and any/all other interested parties for the purpose of soliciting and receiving contracts for advertising in Aliant's Directories (including but not limited to listing enhancements such as bold and italics) and promoting and selling other Aliant Directory products and services.
- I. Any errors in NT&T's End User/Customer alphabetical listings will be reported to NT&T not to Aliant. NT&T will forward the information

to Aliant for resolution. Contact personnel and phone numbers will be exchanged between the Parties prior to distribution of each directory.

- J. Prior to publication, NT&T will receive an alphabetical list of their End Users/Customers for their review and approval. NT&T will be given a reasonable period of time to review, correct, and approve the accuracy of the list and communicate its approval to Aliant. Such approval shall not be unreasonably withheld.
- K. NT&T and Aliant will employ the following procedures for handling misdirected directory error calls:
 - 1. NT&T and Aliant will provide their respective End Users/Customers with the correct telephone numbers to call for access to their respective directory personnel.
 - 2. End Users/Customers of NT&T shall be instructed to report all cases of directory errors to NT&T. End Users/Customers of Aliant shall be instructed to report all cases of directory errors to Aliant.
 - 3. NT&T and Aliant will provide their respective directory contact numbers to one another on a reciprocal basis.
 - 4. Neither Party will discuss its products and services with the other Party's End Users/Customers during the course of directory error calls.
- L. If NT&T receives an inquiry or complaint on yellow page advertising NT&T will treat the inquiry or complaint as a misdirected directory call and will provide the End User/Customer with proper information to allow the End User/Customer to contact Aliant's yellow page personnel.

IV. INFORMATION PAGES

- A. Aliant will include information needed by End Users/Customers to establish, maintain, and use local service with local service providers in the Directory information pages on a non-discriminatory basis. Subject to its obligation of fairness and nondiscrimination, Aliant will have final editorial control over content, design, format, and location of these information pages.
- B. Information Pages Required by Regulation

1. At no additional expense to NT&T, Aliant will include information pages required by regulation and law such as NT&T's billing, installation, and repair services, emergency numbers, consumer tips, and local calling area in the information pages. NT&T will prepare and provide Aliant with this information. With NT&T input, Aliant will determine design, format, and location of these pages in the Directory. Aliant and NT&T will work together to integrate the content into the appropriate format and design.
2. Aliant will also Publish general non-company specific information, such as, long distance calling, state and international area codes, and a time zone map of the United States.

C. Premium Information Pages

In addition to the Information Pages provided in B. above, NT&T may elect to purchase space for display of NT&T-specific product and service information that is factual, instructional, directional, or promotional in nature in accordance with the then prevailing policies and pricing, as both may be established by Aliant from time to time. Rates for premium pages are listed in Exhibit "1" of this Appendix B.

D. In recognition of Aliant's operating independence as a Directory Publisher and ever-changing market conditions, it is hereby acknowledged and agreed that Aliant is entitled to establish, discontinue, and modify its policies from time to time with regard to Publishing practices, pricing, branding, specifications, designs, publication dates, standards or procedures; provided, however, the Parties will consult with and give each other prior written notification of any changes in Party's policies or products that may impact the other Party's obligations under this Appendix B. Such policies shall be nondiscriminatory and treat Aliant End Users/Customers and NT&T End Users/Customers similarly.

E. Prior to publication, NT&T will receive final "OK to print" proof copies of Information and Premium Pages for their review and approval. NT&T will be given a reasonable period of time to review, correct, and approve the proof copies and communicate its approval to Aliant. Such approval shall not be unreasonably withheld.

V. DISTRIBUTION

A. Upon directory publication Aliant will arrange for the distribution of the Directory to NT&T's service End Users/Customers in the Aliant

Directory coverage area at no charge. NT&T's End Users/Customers will receive Directories at the same time, and at the same level of quality as Aliant's End Users/Customers.

- B. Subsequent to the initial distribution of directories, Aliant will timely deliver:
 - 1. Replacement Directories to NT&T's End Users/Customers within the area served by the Directory upon any reasonable request from a NT&T End User/Customer, and
 - 2. Directories to new business and residential End Users/Customers within the area served by the Directory provided NT&T delivers timely new End User/Customer information for the NT&T Exchange to Aliant in a mutually agreed upon format. Aliant will make the foregoing deliveries at no charge to NT&T or its End Users/Customers.
- C. NT&T will provide Aliant at the time NT&T's End User/Customer's order is placed all required Directory distribution information, e.g. quantities and delivery location, to enable Aliant to perform its distribution responsibilities.
- D. Aliant will make available to NT&T's End Users/Customers directory recycling services under the same terms and conditions that Aliant makes such services available to its own local End Users/Customers.
- E. Any distribution difficulties encountered by NT&T's End User/Customer shall be reported by that End User/Customer to NT&T not to Aliant. NT&T will forward the information to Aliant. Contact personnel and phone numbers will be exchanged between the Parties prior to distribution of each Directory.

VI. TERM

Subject to the termination provisions contained in this Appendix B, the term of this Appendix B shall be the same as the Interconnection Agreement of even date between the Parties. This Appendix B shall remain in effect until either Party gives the other Party at least one hundred eighty (180) days prior written notice of termination, which termination shall be effective on the date specified in the notice, subject to the survival provisions set forth in Section VIII.

VII. TERMINATION

- A. Either Party may terminate this Appendix B as to a particular Directory or Directories (and the geographic area covered thereby) by giving the other Party one hundred eighty (180) days prior written notice before the scheduled Directory “close date” of such Directory or Directories, as set forth in Section I. above.
- B. The obligations of this Appendix B extend to all of the Exchanges within Aliant’s Territory where NT&T offers its telecommunications services.

VIII. SURVIVAL

The Parties’ obligations with respect to any Directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. A publication cycle begins the day following the listing activity close date (the Directory “close date”) for the current year’s publication. For example, if a Party terminates this Appendix B effective as of April 10, 1997, the Parties’ survival obligations would apply as follows:

<u>Exchange</u>	<u>Beginning of Publication Cycle</u>	<u>Directory “Close Date”</u>	<u>Publication Date</u>
1	09-26-96	09-25-97	12-01-97
2	04-11-97	04-10-98	06-01-98

With respect to Exchange 1, the Appendix obligations expire on 9/25/97. With respect to Exchange 2, the Appendix obligations expire on 4/10/97.

IX. INDEMNIFICATION and LIMITATION OF LIABILITY

- A. Definition of Claims. “Claims” shall mean any and all demands, complaints, disputes, liabilities, obligations, losses, damages, deficiencies, penalties, settlements, judgments, actions, proceedings, and suits of whatever kind and nature and all reasonable costs and expenses, including reasonable attorney’s fees, arising in connection with or related to the subject matters of this Appendix B.
- B. Advertising Claims. Claims regarding advertising in the Directories covered by this Appendix B shall be referred to Aliant. Aliant shall use commercially reasonable efforts to promptly investigate, defend against, and resolve the same.

- C. Listing Claims. Claims regarding the listing of NT&T's End Users/Customers in the Directories covered by this Appendix B shall be referred to NT&T. NT&T shall use commercially reasonable efforts to promptly investigate, defend against, and resolve the same.
- D. Cooperation. Both Parties shall cooperate in good faith in their investigation, defense, settlement, and resolution of claims arising out of any error or omission in or of any listing and/or advertising in the Directories covered by this Appendix B. In the event of a demand or complaint asserting that Aliant and NT&T are jointly liable, Aliant shall assume the responsibility for and advance the cost of defending the portion of the claim relating to any NT&T End User/Customer's advertising; and NT&T shall assume the responsibility for and advance the cost of defending that portion of the claim relating to any NT&T's End User/Customer's listing; and both Parties shall cooperate, share information, and coordinate their efforts in an attempt to eliminate or minimize any liability and their respective attorneys' fees and costs. This assumption of the defense of a claim, or portion thereof, does not imply or create an assumption of liability for any final settlement or judgment for such claim or portion thereof. The Parties shall negotiate in good faith how to finally divide and apportion the liability for such claim in accordance herewith and any disputes shall be submitted to arbitration, as set forth in Section X.
- E. Notice and Procedures. A Party seeking indemnification (the "Indemnified Party") shall give prompt written notice in reasonable detail (the "Notice of Claim") to the indemnifying Party (the "Indemnifying Party") stating the basis of any claim for which indemnification is being sought hereunder within thirty (30) days after its knowledge thereof; provided that the Indemnified Party's failure to provide any such notice to the Indemnifying Party shall not relieve the Indemnifying Party of or from any of its obligations hereunder except to the extent that the Indemnifying Party suffers prejudice as a result of such failure. If the facts giving rise to such indemnification involve an actual or threatened claim by or against a third party:
1. The Parties hereto shall cooperate in the prosecution or defense of such claim in accordance with Section IX.D above and shall furnish such records, information and testimony and attend to such proceedings as may be reasonable requested in connection therewith; and
 2. The Indemnified Party shall make no settlement of any claim which would give rise to liability on the part of the Indemnifying Party without the latter's prior written consent which shall not be

unreasonably withheld or delayed, and the Indemnifying Party shall not be liable for the amount of any settlement affected without its prior written consent.

- F. Indemnification for Certain Personal Injuries and Property Damage. Each Party agrees to release indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the Indemnifying Party's negligence or willful misconduct, regardless of form of action.
- G. End User/Customer and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and any third party provider of services under this Appendix B (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by their respective End Users/Customers against any Indemnified Party arising from the act, omission, error, or mistake of the Indemnifying Party with respect to Claims as defined in A. above, except to the extent that the Claim arises from the act, omission, error, or mistake of the Indemnified Party. In such instances in which the Claim(s) is in the nature of actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of the content: (i) of an advertisement or the like Published in a Directory, Aliant shall be the Indemnifying Party, unless such Claim(s) arise from the act, omission, error, or mistake of NT&T; (ii) of the information in a listing provided to Aliant by NT&T, NT&T shall be the Indemnifying Party unless such Claim(s) arise from the act, omission, error, or mistake of Aliant; or (iii) that does not fit the descriptions set forth in the preceding subsections (i) or (ii), then the Indemnifying Party shall be the Party whose act, omission, error, or mistake was the proximate cause for such Claim, however, if both Parties caused and contributed to such a Claim, the Parties' responsibility for such Claim shall be apportioned in relation to each Party's degree of fault. The Parties further agree that the term "Indemnified Party" includes, as appropriate, their employees, officers, and Affiliates.

- H. Limitation of Liability. Each Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the amount of the charges for the service or activity at issue in connection with the assertion of damages for the time period during which such service or activity was inoperative, not to exceed in total the charge due from the Party asserting the damages. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE, PERFORMANCE, OR LOSS OF THE SERVICES DESCRIBED IN THIS APPENDIX B, OR EQUIPMENT OR SOFTWARE, OR ACCESSORIES ATTACHED THERETO, OR DELAY, ERROR, OR LOSS OF DATA. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE MATTERS, DESCRIBED IN THIS APPENDIX B, AND, WHILE THE ADVISING PARTY SHALL USE DILIGENT EFFORTS IN THIS REGARD, BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

Any assertion of damages by a Party against the other Party must be made within one (1) year after the publication of the Directory giving rise to such claim.

X. DISPUTE RESOLUTION

All disputes arising out of this Appendix B shall be resolved in accordance with Section XVI.Q of the Service Resale Agreement between Aliant and NT&T.

XI. MISCELLANEOUS

- A. Amendment. NT&T and Aliant may mutually agree to amend this Appendix B in writing. Since it is possible that amendments to this Appendix B may be needed to fully satisfy the purposes and objectives of this Appendix B, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and corrections to this Appendix B.
- B. Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Appendix B (or any rights or

obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Appendix B 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. Consent to any other assignment or transfer may be withheld where the assignment or transfer does not include a transfer or assignment of the rights and obligations under the said Interconnection Agreement to the same transferee or assignee.

- C. Binding Effect. Subject to Section XI.B, this Appendix B shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- D. Compliance with Law. Each Party shall comply with all federal state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Appendix B.
- E. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
- F. Default. A Party shall be considered in default upon the occurrence of any of the following:
 - 1. any failure by such Party to perform any material obligation under or pursuant to this Appendix B for any reason other those described below;
 - 2. a material breach of any term or condition of this Appendix B by such Party; or
 - 3. any fraud, material misrepresentation, willful misconduct or unlawful conduct by such Party.

Upon the occurrence of a default, a Party shall give written notice thereof to the defaulting party (the "Defaulting Party"), and the Defaulting Party shall have a period of sixty (60) days after the date of such notice within which to cure the default. If the Defaulting Party does not cure the default, then at of the end of such sixty (60) day period, an "Event of Default" with respect to such Defaulting Party shall be deemed to have occurred and the other Party may elect, by giving written notice thereof to the Defaulting Party, to either to waive such Event or Default or to terminate this Appendix B effective as of

the sixtieth (60th) day after such notice of election. In addition to the election to terminate this Appendix B, the terminating Party shall also be entitled to pursue any and all available remedies against the Defaulting Party.

In the event that a final order of a court or administrative agency requires NT&T to Publish a Directory in lieu of securing the Publication of its End Users/Customers information in the Directories that are covered by this Appendix B, or if such an order declares this Appendix B null and void, or if such an order enjoins or precludes Aliant from Publishing a directory in accordance with this Appendix B, this Appendix B shall immediately terminate as to such Directories covered by this Appendix B. If such an order alters or changes the relationships or arrangements established by this Appendix B, either Party may, within sixty (60) days of the entry of such order, elect to terminate this Appendix B as to the Directories covered by this Appendix B.

- G. Entire Agreement. This Appendix B constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- H. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Appendix B from any cause beyond its reasonable 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, catastrophic equipment failure, catastrophic 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"). In the event of a Force Majeure Event, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.
- I. Applicable Law. This Appendix B was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of Nebraska. It shall be interpreted solely in accordance with the terms of Nebraska law.
- J. Headings of No Force or Effect. The headings of Articles and Sections of this Appendix B are for convenience of reference only, and shall in

no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Appendix B.

- K. Responsibility of Each Party. Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Appendix B and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters.

Subject to the limitations on liability and except as otherwise provided in this Appendix B, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

- L. Executed in Counterparts. This Appendix B may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

- M. Notices. Any notices required by or concerning this Appendix B shall be sent to the Parties at the addresses shown below:

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln, NE 68501-81309
Attn: William J. Ashburn, Wholesale Marketing and
Services Manager

Dennis Hodges, President/CEO
Nebraska Technology & Telecommunications, Inc.
809 N. 96th St., Ste. 210
Omaha, NE 68114

With copy to:
Timothy F. Clare, Esq.

Rembolt Ludtke & Berger
1201 Lincoln Mall, Ste. 102
Lincoln, NE 68508

Each Party shall inform the other of any changes in the above addresses.

- N. New Regulatory Obligations. Aliant will use commercially reasonable efforts to cooperate with NT&T in NT&T's efforts to ensure that any additional regulatory obligations placed on NT&T with respect to the publication of End User/Customer listings and/or delivery of Directories are met; provided, however, in the event such regulatory mandates result in a significant increase in Aliant's costs in meeting its obligations under this Appendix B, the Parties agree to negotiate in good faith to establish an appropriate amount to compensate Aliant for such increased costs.
- O. Publicity. Neither Party shall Publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks, or service marks without the prior written approval of the other Party.
- P. Severability. If any provision of this Appendix B is held by a court of competent jurisdiction to be unenforceable, the rest of the Appendix B shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Appendix B. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Appendix B.
- Q. Subcontractors. Parties may enter into subcontracts with third parties or Affiliates for the performance of any of a Party's duties or obligations under this Appendix B.
- R. Trademarks and Trade Names. Except as specifically set out in this Appendix B, nothing in this Appendix B shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, and except as specifically set out in this Appendix B, neither Party shall be deemed to acquire any right to use, and shall not use, the name of the other Party, the logo of the other Party, or any other trademark or service mark of the other Party.
- S. Waiver. The failure of either Party to insist upon the performance of any provision of this Appendix B, or to exercise any right or privilege

granted to it under this Appendix B, shall not be construed as a waiver of such provision or any provisions of this Appendix B, and the same shall continue in full force and effect.

- T. Taxes. NT&T shall be responsible for all federal, state or local sales, use, excise gross receipts transaction or similar taxes, fees, or surcharges levied with respect to the use, distribution, or its sales of the Directories to its End Users/Customers.. To the extent a sale is claimed to be for resale, NT&T shall furnish a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption.
- U. No Agency. Nothing in this Appendix B or in any other document related to this transaction, and no action of or inaction by either of the parties hereto shall be deemed or construed to constitute an agency relationship between the Parties hereto. Each party is acting independently of the other and neither Party has the authority to act on behalf of or bind the other Party.

XII. WARRANTY

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS APPENDIX B, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS APPENDIX B. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

IN WITNESS WHEREOF, the Parties hereto have caused this Appendix B to be executed by their respective duly authorized representatives.

Nebraska Technology &
Telecommunications, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title _____

Title _____

Date _____

Date _____

APPENDIX B

Exhibit 1

Aliant Communications Company
Premium Information Pages
Pricing Guide

<u>Region</u>	<u>Price*</u> Page 1-11	<u>Price*</u> 12 pages & over	<u>Distribution</u>
Beatrice	\$3,000	\$2,500	50,000
Hastings	\$3,000	\$2,500	50,000
Lincoln	\$10,000	\$7,500	345,000
Lincoln Mini	\$7,500	\$7,000	56,000
Nebraska City	\$3,000	\$2,500	55,000
Wahoo	\$3,000	\$2,500	50,000
York	\$3,000	\$2,500	64,000

*Price per page per directory publishing year