

## Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between Mobius Communications Company ("CLEC") and United Telephone Company of the West d/b/a Sprint ("Sprint"), herein collectively, "the Parties", is entered into and effective this 25th day of April, 2003 for the State of Nebraska.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Nebraska entered into by and between Sprint and Airwave Wireless Communications, Inc. d/b/a Panhandle Network (Airwave Wireless Communications) including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

### I. TERMS & CONDITIONS:

1. This Agreement shall be in force for the period commencing with the date set forth above and continuing until the 31<sup>st</sup> of August, 2003.
2. All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in *U. S. Telecom Assn. V. FCC*, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to request renegotiation of any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of this decision.

On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of such open meeting shall constitute a revision or modification of the Applicable Rules and either Party may request that this Agreement be renegotiated in good faith to reflect such Amended Rules. Should the Parties be unable to reach agreement with respect to the appropriate modifications to this Agreement

within thirty (30) days, either party may invoke the Dispute Resolution provisions of this Agreement.

## II. SECURITY DEPOSIT

1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 Days after the bill date.
2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

when CLEC undisputed balances due to Sprint that are more than thirty (30) Days past due; or

when CLEC files for protection under the bankruptcy laws; or

when an involuntary petition in bankruptcy is filed against CLEC

and is not dismissed within sixty (60) Days; or  
when this Agreement expires or terminates.

8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.
9. Sprint has reviewed Mobius Communications Company's financial status and credit history and agrees that this Section II shall not apply to Mobius Communications Company as of the effective date of this Agreement.

### **III. NOTICES:**

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

To CLEC:                      Theron Jensen  
   Mobius Communications  
   523 Niobrara Street, P.O. Box 246  
   Hemingford, NE 69348-0246  
   Phone: (308) 487-3311

To Sprint:                      Director – Local Carrier Services  
   Sprint  
   6480 Sprint Parkway  
   Mailstop: KSOPHM0310-3A453  
   Overland Park, KS 66251

### **PARTIES**

CLEC is hereby substituted in the Adopted Agreement for Airwave Wireless Communications and Sprint shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

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

SPRINT

Mobius Communications Company

By: William E. Cheek

By: Theron Jensen

Name: William E. Cheek

Name: Theron Jensen

Title: President Wholesale Markets

Title: General Manager

Date: 5-14-03

Date: 4-28-03