

SECURITIES AND EXCHANGE COMMISSION

FORM 10-K/A

Annual report pursuant to section 13 and 15(d) [amend]

Filing Date: **2007-03-16** | Period of Report: **2006-12-31**

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FILER

RURAL CELLULAR CORP

CIK: **869561** | IRS No.: **411693295** | State of Incorp.: **MN** | Fiscal Year End: **1231**

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SIC: **4812** Radiotelephone communications

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K /A

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 for the fiscal year ended December 31, 2006.

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 for the transition period from _____ TO _____.



Commission File Number 0-27416

RURAL CELLULAR CORPORATION

(Exact name of registrant as specified in its charter)

Minnesota

(State or other jurisdiction of incorporation or organization)

41-1693295

(I.R.S. Employer Identification No.)

**3905 Dakota Street SW
Alexandria, Minnesota 56308
(320) 762-2000**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Class A Common Stock, par value \$.01 per share

Series A Preferred Share Purchase Rights

(Title of class)

Securities registered pursuant to Section 12(g) of the Act:

NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☐ NO ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. []

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, or a nonaccelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Securities Exchange Act of 1934. (Check One.)

Large Accelerated Filer [] Accelerated Filer [X] Non-Accelerated Filer []

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES [] NO [X]

Aggregate value of shares of common stock held by nonaffiliates of the Registrant based upon the closing price on June 30, 2006 (only shares held by directors, officers and their affiliates are excluded): \$153,093,766

Number of shares of common stock outstanding as of the close of business on February 20, 2007:

Class A 15,092,384

Class B 398,727

Documents incorporated by reference:

Portions of the definitive Proxy Statement relating to the 2007 Annual Meeting of Shareholders, which will be held on May 25, 2007 ("Proxy Statement"), are incorporated by reference into Part III of this report.

Explanatory Note

This Amendment to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2006 is being filed to include Rural Cellular Corporation's Purchase Agreement with Alltel Communications, Inc. as Exhibit 2.1, Restated and Amended Master Purchase Agreement with Ericsson, Inc. as Exhibit 10.11(c), and Purchase and License Agreement with Nortel Networks Incorporated as Exhibit 10.14. Portions of these agreements have been omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to Registrant's request for confidential treatment of such information under Rule 24b-2 of the Securities Exchange Act of 1934.

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PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)

(1) Consolidated Financial Statements included in original Report on Form 10-K

Rural Cellular Corporation

REPORTS OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Consolidated Balance Sheets as of December 31, 2006 and 2005

Consolidated Statements of Operations for the Years Ended December 31, 2006, 2005, and 2004

Consolidated Statements of Shareholders' Deficit for the Years Ended December 31, 2006, 2005, and 2004

Consolidated Statements of Cash Flows for the Years Ended December 31, 2006, 2005, and 2004

Notes to Consolidated Financial Statements

RCC Minnesota. Inc.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Balance Sheets as of December 31, 2006 and 2005

Statements of Operations for the Years Ended December 31, 2006, 2005, and 2004

Statements of Shareholder's Deficit for the Years Ended December 31, 2006, 2005, and 2004

Statements of Cash Flows for the Years Ended December 31, 2006, 2005, and 2004

Notes to Financial Statements

(2) Financial Statement Schedules included in original Report on Form 10-K

The following financial statement schedule is filed as part of this Form 10-K:

Schedule II - Valuation and Qualifying Accounts

All schedules not included are omitted either because they are not applicable or because the information required therein is included in Notes to Consolidated Financial Statements.

(3) Exhibits

See Exhibit Index.

(b) Exhibits

See Exhibit Index.

(c) Financial Statement Schedules

See Item 15 (a) (2), above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Rural Cellular Corporation

Dated: March 15, 2007

By: /s/ Richard P. Ekstrand

Richard P. Ekstrand

President and Chief Executive Officer

Rural Cellular Corporation

Dated: March 15, 2007

By: /s/ Wesley E. Schultz

Wesley E. Schultz

Chief Financial Officer (Principal Financial Officer), and Director

EXHIBIT INDEX

Exhibit No.	Document	
2.1	Purchase Agreement with Alltel Communications, Inc. dated December 13, 2006	*
3.1(a)	Articles of Incorporation	[1]
3.1(b)	Amendment to Articles of Incorporation effective March 24, 2000	[1]
3.2(a)	Amended and Restated Bylaws	[1]
3.2(b)	Amendment to Amended and Restated Bylaws effective March 22, 2000	[1]
4.1(a)	Indenture dated March 25, 2004, between Rural Cellular Corporation, as Issuer, and U.S. Bank National Association, as trustee, with respect to the senior secured notes, including the forms of Senior Secured Notes.	[2]
4.1(b)	Collateral Agreement dated as of March 25, 2004, made by Rural Cellular Corporation and each of its subsidiaries that are signatories in favor of U.S. Bank National Association, as Collateral Trustee.	[2]
4.2	Indenture dated August 1, 2003 between Rural Cellular Corporation, as Issuer, and U.S. Bank National Association, as Trustee, with respect to the 9 7/8% Senior Notes Due 2010, including the form of 9 7/8% Senior Notes Due 2010	[3]
4.3	Indenture dated January 16, 2002 between Rural Cellular Corporation, as Issuer, and Wells Fargo Bank Minnesota, N.A., as Trustee, with respect to the 9 3/4% Senior Subordinated Notes Due 2010, including form of 9 3/4% Senior Subordinated Notes Due 2010	[4]
4.4	Indenture dated November 7, 2005 between Rural Cellular Corporation, as Issuer, and Wells Fargo Bank, National Association, as Trustee, with respect to the Senior Subordinated Floating Rate Notes Due 2012, including form of Senior Subordinated Notes Due 2012	[5]
4.5	Certificate of Designation of 11 3/8% Senior Exchangeable Preferred Stock	[6]
4.6	Certificate of Designation of 12 1/4% Junior Exchangeable Preferred Stock	[1]
4.7(a)	Class A Share Rights Agreement dated April 30, 1999	[7]
4.7(b)	Amendment to the Class A Share Rights Agreement dated March 31, 2000	[8]
4.8(a)	Registration Rights Agreement dated March 31, 2000 by and between Rural Cellular Corporation and Telephone and Data Systems, Inc.	[9]
4.8(b)	Certificate of Designation of Voting Power, Preferences and Relative Participating, Optional and Other Special Rights, Qualifications and Restrictions of Class T Convertible Preferred Stock of Rural Cellular Corporation	[9]
4.9(a)	Preferred Stock Purchase Agreement dated April 3, 2000 among Rural Cellular Corporation, Madison Dearborn Capital Partners III, L.P., Madison Dearborn Special Equity III, L.P., Special Advisors Fund I, LLC, Boston Ventures Limited Partnership V and Toronto Dominion Investment, Inc. (collectively "Class M Investors")	[9]
4.9(b)	Certificate of Designation of Voting Power, Preferences and Relative Participating, Optional and Other Special Rights, Qualifications and Restrictions of Class M Redeemable Voting Convertible Preferred Stock of Rural Cellular Corporation	[9]
4.9(c)	Registration Rights Agreement dated April 3, 2000 among Rural Cellular Corporation and Class M Investors	[9]
10.1(a)	Credit facility dated as of March 25, 2004 among Rural Cellular Corporation, Lehman Commercial Paper, Inc., as Administrative Agent, and Bank of America, N.A., as Documentation Agent	[2]
10.1(b)	Guarantee and Collateral Agreement dated as of March 25, 2004 among Rural Cellular Corporation, Lehman Commercial Paper Inc., as Administrative Agent, and Bank of America, N.A., as Documentation Agent	[2]
10.1(c)	Intercreditor Agreement, dated as of March 25, 2004, among Lehman Commercial Paper Inc., as Senior Agent and Account Agent, U.S. Bank National Association, as Indenture Trustee and Collateral Trustee, Rural Cellular Corporation, a Minnesota corporation, and the Guarantors	[2]
10.1 (d)	First Amendment to Credit Agreement dated October 18, 2005	[10]
10.1(e)	Second Amendment to Credit Agreement dated as of May 22, 2006	[10]
*10.2	1995 Stock Compensation Plan, as amended to date	[11]
*10.2(a)	Form of Restricted Stock Agreement pursuant to 1995 Stock Compensation Plan	[2]
*10.3	Rural Cellular Corporation 2006 Omnibus Incentive Plan	[12]
*10.3(a)	Performance Restricted Stock Unit Agreement Pursuant to 2006 Omnibus Incentive Plan	[13]

*10.3(b)	Restricted Stock Unit Agreement pursuant to 2006 Omnibus Incentive Plan	[13]
*10.4	Stock Option Plan for Nonemployee Directors, as amended to date	[14]
*10.5(a)	Employment Agreement with Richard P. Ekstrand effective January 22, 1999	[15]
*10.5(b)	Amendment to Employment Agreement with Richard P. Ekstrand effective January 1, 2001	[16]
*10.5(c)	Second Amendment to Employment Agreement with Richard P. Ekstrand effective July 24, 2001	[17]
*10.5(d)	Third Amendment to Employment Agreement with Richard P. Ekstrand effective August 23, 2001	[17]
*10.5(e)	Fourth Amendment to Employment with Richard P. Ekstrand effective February 27, 2003	[18]
*10.5(f)	Fifth Amendment to Employment with Richard P. Ekstrand effective February 17, 2005	[19]
*10.6(a)	Employment Agreement with Wesley E. Schultz effective January 22, 1999	[15]
*10.6(b)	Amendment to Employment Agreement with Wesley E. Schultz effective January 1, 2001	[16]
*10.6(c)	Second Amendment to Employment Agreement with Wesley E. Schultz effective July 24, 2001	[17]
*10.6(d)	Third Amendment to Employment Agreement with Wesley E. Schultz effective August 23, 2001	[17]
*10.6(e)	Fourth Amendment to Employment Agreement with Wesley E. Schultz effective February 17, 2005	[19]
*10.7(a)	Employment Agreement with Ann K. Newhall effective February 6, 1999	[20]
*10.7(b)	Amendment to Employment Agreement with Ann K. Newhall effective January 1, 2001	[16]
*10.7(c)	Second Amendment to Employment Agreement with Ann K. Newhall effective July 24, 2001	[17]
*10.7(d)	Third Amendment to Employment Agreement with Ann K. Newhall effective August 23, 2001	[17]
*10.7(e)	Fourth Amendment to Employment Agreement with Ann K. Newhall effective February 17, 2005	[19]
*10.8(a)	Change of Control Agreement with David Del Zoppo effective January 2, 2001	[16]
*10.8(b)	Amendment to Change of Control Agreement with David Del Zoppo effective July 24, 2001	[17]
*10.9(a)	Key Employee Deferred Compensation Plan	[21]
*10.9(b)	Amendment to Key Employee Deferred Compensation Plan	[22]
*10.9(c)	Second Amendment to Key Employee Deferred Compensation Plan	[5]
*10.10	Key Employee Deferred Compensation Plan II	[5]
**10.11(a)	Master Purchase Agreement dated March 14, 2002 by and between Rural Cellular Corporation and Ericsson Inc.	[23]
**10.11(b)	Addendum dated August 4, 2003 to Master Purchase Agreement	[23]
10.11(c)	Restated and Amended Master Purchase Agreement with Ericsson, Inc. dated November 22, 2006	*
**10.12(a)	Intercarrier Multi-Standard Roaming and Colocation Agreement by and between Cingular Wireless LLC and Rural Cellular Corporation effective June 6, 2003 (“Roaming Agreement”)	[10]
**10.12(b)	Amendment No. 1 to Roaming Agreement	[10]
**10.13	Billing Services and License Agreement between VeriSign, Inc and Rural Cellular Corporation.	[24]
10.14	Purchase and License Agreement with Nortel Networks Incorporated dated December 29, 2006	*
21	Subsidiaries of Registrant	[25]
23.1	Consent of Deloitte & Touche LLP regarding financial statements of Rural Cellular Corporation	[25]
23.2	Consent of Deloitte & Touche LLP regarding financial statements of RCC Minnesota, Inc.	[25]
31.1	Section 302 Certification Sarbanes-Oxley Act of 2002	[25]
31.2	Section 302 Certification Sarbanes-Oxley Act of 2002	[25]
32.1	Certification of principal executive officer and principal financial officer pursuant to Section 906 of Sarbanes-Oxley Act	[25]

- [1] Filed as an exhibit to Report on Form 10-K for the year ended December 31, 1999 and incorporated herein by reference.
- [2] Filed as an exhibit to Report on Form 10-Q for the quarter ended March 31, 2004 and incorporated herein by reference.
- [3] Filed as an exhibit to Report on Form 10-Q for quarter ended June 30, 2003 and incorporated herein by reference
- [4] Filed as an exhibit to Report on Form 10-K for year ended December 31, 2001 and incorporated herein by reference
- [5] Filed as an exhibit to Report on Form 10-K for the year ended December 31, 2005 and incorporated herein by reference
- [6] Filed as an exhibit to Registration Statement on Form S-4 (SEC No. 333-57677), filed June 25, 1998 and incorporated herein by reference.
- [7] Filed as an exhibit to Registration Statement on Form 8-A filed May 19, 1999 and incorporated herein by reference.
- [8] Filed as an exhibit to Registration Statement on Form 8-A/A-1 filed April 18, 2000 and incorporated herein by reference.
- [9] Filed as an exhibit to Report on Form 8-K dated April 1, 2000 and incorporated herein by reference.
- [10] Filed as an exhibit to Amendment No. 1 to Registration Statement on Form S-4 (SEC No. 333-132744), filed June 7, 2006, and incorporated herein by reference.
- [11] Filed with definitive Proxy Statement for 2000 Annual Meeting on April 7, 2000 and incorporated herein by reference.
- [12] Filed as exhibit to Report on Form 8-K dated May 22, 2006 and incorporated herein by reference.
- [13] Filed as exhibit to Report on Form 10-Q for quarter ended June 30, 2006 and incorporated herein by reference.
- [14] Filed with definitive Proxy Statement for 2002 Annual Meeting on April 8, 2002 and incorporated herein by reference.
- [15] Filed as an exhibit to Report on Form 10-K for the year ended December 31, 1998 and incorporated herein by reference.
- [16] Filed as an exhibit to Report on Form 10-K for the year ended December 31, 2000 and incorporated herein by reference.
- [17] Filed as an exhibit to Report on Form 10-Q/A for the quarter ended September 30, 2001 and incorporated herein by reference.
- [18] Filed as an exhibit to Report on Form 10-K for the year ended December 31, 2004 and incorporated herein by reference.
- [19] Filed as an exhibit to Report on Form 10-Q for the quarter ended March 31, 2005 and incorporated herein by reference.
- [20] Filed as an exhibit to Report on Form 10-Q for the quarter ended March 31, 1999 and incorporated herein by reference.
- [21] Filed as an exhibit to Report on Form 10-Q/A for the quarter ended June 30, 2001, and incorporated herein by reference.
- [22] Filed as an exhibit to Report on Form 10-K for year ended December 31, 2002, and incorporated herein by reference.
- [23] Filed as an exhibit to Report on Form 10-K/A for the year ended December 31, 2003 and incorporated herein by reference.
- [24] Filed as an exhibit to Report on Form 10-Q for the quarter ended September 30, 2005 and incorporated herein by reference.
- [25] Filed as an exhibit to Report on Form 10-K for year ended December 31, 2006, and incorporated herein by reference.

* Management contract or compensation plan or arrangement required to be filed as an exhibit to this Form.

** Portions of this exhibit have been omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to Registrant's request for confidential treatment of such information under Rule 24b-2 of the Securities Exchange Act of 1934.

*** Filed herewith.

PURCHASE AGREEMENT

by and between

RURAL CELLULAR CORPORATION

and

ALLTEL COMMUNICATIONS, INC.

dated

DECEMBER 13, 2006

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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*Schedule 1A - ***

*Schedule 1B - Market

*Schedule 2(b)(i) - Licenses

*Schedule 2(b)(ii) - Network Assets and Leases

*Schedule 2(b)(vi) - Retail Leases

*Schedule 2(c)(ii) - Excluded Shared Assets

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

*Schedule 2(c)(iii) - Excluded Marks

*Schedule 2(d) - Assumed Liabilities

*Schedule 3(c) - Estimated Net Working Capital Calculation

*Schedule 8(l) - Compliance with Laws

*Schedule 8(w) - Operating Contracts

*Schedule 8(dd) - Financial Statements

*Schedule 8(ee) - ETC Disclosures

*Schedule 14 - ***

*Exhibit A - Form of Transition Services Agreement

*Exhibit B - [Reserved]

*Exhibit C - Form of Consent to Assignment Agreement

*Exhibit D - Form of Facilities Use Agreement

* Omitted in accordance with Item 601(b)(2) of Regulation S-K as not material to an investment decision. The Registrant will supply any omitted exhibit or schedule to the Commission upon request.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into on December 13, 2006, by and between Rural Cellular Corporation, a Minnesota corporation (“Purchaser”), and ALLTEL Communications, Inc., a Delaware corporation (“Seller”).

WHEREAS, the Governing Regulatory Documents oblige ALLTEL Corporation, a Delaware corporation, to sell or cause its Affiliates, successors and assigns to sell, certain assets, including the Transferred Assets;

WHEREAS, WWC Holding Co., Inc. (the “Contributing Entity”) (i) holds the Transferred Assets including the Licenses and the spectrum encompassed by the Licenses, and (ii) is engaged in the Business in the Market;

WHEREAS, immediately prior to Closing, Seller shall cause the Contributing Entity to contribute to Newco the Transferred Assets (other than the Licenses), the Additional Subscribers’ contracts and the Assumed Liabilities; and

WHEREAS, at the time of closing, Seller shall cause the Contributing Entity to transfer the Licenses to Purchaser or its designated Affiliate; and

WHEREAS, Purchaser, or its designated Affiliate, wishes to purchase from Seller its entire right, title and interest in Newco, and receive from the Contributing Entity, the Licenses, and Seller desires to sell to Purchaser or its designated Affiliate its entire interest in Newco and cause to be assigned to Purchaser or its designated Affiliate the Licenses, in each instance on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties hereby agree as follows:

1. Definitions.

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

“Additional Subscribers” means those customers *** that are not located in the Market, but the support of whom is integrated for billing, financial, marketing, and customer service purposes with Subscribers.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, such first-named Person. For the avoidance of doubt (i) each of the Contributing Entity and Newco are Affiliates of Seller, but with respect to Newco only prior to the Effective Time; and (ii) Newco is an Affiliate of Purchaser, but only from and after the Effective Time.

“Agreement” has the meaning given in the Preamble.

“Applicable Rate” means the “Prime Rate” set forth in the “Money Rates” table of The Wall Street Journal, New York edition, on the date of calculation.

“Arbitrator” has the meaning given in Section 3(d)(iii)(1).

“Assumed Liabilities” has the meaning given in Section 2(d).

“Base Purchase Price” has the meaning given in Section 3(b).

“Business” means the business of marketing, selling and providing mobile wireless voice and data telecommunications services (including the provision of long distance telecommunications services for wireless calls) in the Market.

“Cause” has the meaning given in Section 14(d)(i).

“Cellular One License Assignment” means the Consent to Assignment Agreement in the form attached to this Agreement as Exhibit C, to be entered into on the Closing Date between Seller, on behalf of itself and its Affiliates, and Purchaser, as consented to by Cellular One Properties, LLC, as a successor in interest to Cellular One Group, relating to the transfer of the licenses granted by the Cellular One Group to use the Cellular One service mark and certain related trademarks, service marks and designs in the Market.

“Closing” means the closing of the transactions contemplated by this Agreement.

“Closing Date” means the date on which the Closing occurs.

“Closing Date Statement” has the meaning given in Section 3(d)(i).

“Closing Net Working Capital” has the meaning given in Section 3(d)(i).

“Code” means the Internal Revenue Code of 1986, as amended.

“Communications Act” means the Communications Act of 1934, as amended.

“Comparable Severance Payments” has the meaning given in Section 14(d)(i).

“Confidentiality Agreement” has the meaning given in Section 19.

“Contributing Entity” has the meaning given in the Recitals.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

“Control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interest, by contract or otherwise.

“Cost Attachment” has the meaning set forth in the Transition Service Agreement.

“Current Assets” means all assets (in the aggregate) that are Transferred Assets that are current (as determined by GAAP); provided that Current Assets shall not include for purposes of determining the Estimated Working Capital or Closing Net Working Capital any Excluded Assets.

“Current Liabilities” means all Assumed Liabilities that are current (as determined by GAAP).

“Damaged Assets” has the meaning given in Section 23.

“Deferred Asset” has the meaning given in Section 16.

“Deliverables List” has the meaning given in Section 11(c).

“Descriptive Memorandum” means the document titled “Summary of Divestiture Assets” distributed by Seller to Purchaser on or about October 6, 2006, consisting of 20 numbered pages plus selected financial information consisting of an unaudited balance sheet and statement of income, and accompanying notes, as of June 30, 2006.

“Designated Area” has the meaning given in Section 8(ee).

“Dispute” has the meaning given in Section 34(h).

“Dispute Notice” has the meaning given in Section 34(h)(i).

“Divestiture Trustee” has the meaning given in the DOJ Consent Decree.

“DOJ” means the United States Department of Justice.

“DOJ Consent” means the DOJ’s approval of the transactions contemplated by this Agreement, as required by the terms of the DOJ Consent Decree.

“DOJ Consent Decree” means the proposed Final Judgment filed in United States of America v. Alltel Corporation and Midwest Wireless Holdings L.L.C., Case No. 0:06 CV 03631, in the United States District Court for the District of Minnesota.

“Effective Time” has the meaning given in Section 4.

“Employees” means the employees set forth on Schedule 14 whose primary responsibility is the operation, development, sale, or license of the Transferred Assets.

“Encumbrances” when used with respect to the Transferred Assets and Newco Membership Interest, means all mortgages, liens, security interests, encumbrances (including leases, subleases, options or rights of first refusal) and defects of title of any nature whatsoever, other than those created by or attaching through the Purchaser or its Affiliates.

“Environmental Laws” means the common law, CERCLA (defined below), RCRA (defined below), National Environmental Policy Act of 1969 (“NEPA”), National Historic Preservation Act of 1966 and any applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, directives, authorizations, concessions and franchises of all governmental authorities, including 47 C.F.R. §§ 1.1301 1.1319, and all applicable judicial, administrative and regulatory decrees, judgments and orders, any of which relate to (i) the protection of human health or the environment from the effects of Hazardous Substances, including those pertaining to reporting, licensing, permitting, investigating and remediating discharges, releases or threatened releases of Hazardous Substances into the air, surface water, sediments, groundwater or land; (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; or (iii) the ownership, occupancy, construction or operation of the Transferred Assets.

“Escalation Procedure” has the meaning given in Section 34(h)(i).

“Estimated Net Working Capital” has the meaning given in Section 3(c).

“Estimated Purchase Price” has the meaning given in Section 3(b).

“Excluded Assets” has the meaning given in Section 2(c).

“Excluded Shared Assets” means any asset used substantially in the operation of Seller’s and its Affiliates’ overall wireless telecommunications services business which must be retained to continue existing operations of the wireless properties that Seller and its Affiliates are not required to divest by the Governing Regulatory Documents, and that are not capable of being divided between the Business and the wireless telecommunications services business of Seller and its Affiliates that are not being divested, which includes but is not limited to those assets enumerated on Schedule 2(c)(ii) hereto.

“Facilities Use Agreement” means the Facilities Use Agreement attached herein as Exhibit D.

“FAA” means the Federal Aviation Administration.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

“FCC” means the United States Federal Communications Commission or any successor agency or organization.

“FCC Consent” means any consent of the FCC to the transfer and assignment of the Licenses, all in accordance with the terms of this Agreement.

“FCC License Assignment” has the meaning given in Section 5(b)(ii).

“FCC Order” means FCC Order 06-146 in WT Docket No. 05-339, released October 2, 2006.

“FDS” has the meaning set forth in the Transition Service Agreement.

“Final Order” means action by a governmental authority which has not been vacated, reversed, set aside, annulled or suspended and as to which: (i) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before such governmental authority, and the time for filing any such petition has passed; (iii) such governmental authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court, of such governmental authority’s action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

“Financial Statements” has the meaning given in Section 8(dd).

“FTC” means the United States Federal Trade Commission or any successor agency or organization.

“GAAP” means United States generally accepted accounting principles.

“Good Reason” has the meaning given in Section 14(d)(i).

“Governing Regulatory Documents” means (i) the DOJ Consent Decree (ii) the Preservation of Assets Order and (iii) the FCC Order.

“GSM” means the Global System for Mobile Communications.

“Hazardous Substance” means any hazardous or toxic substance, pollutant, contaminant or other material which, as of the date of this Agreement, is defined as hazardous or toxic under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), and its implementing regulations; defined as a hazardous waste or regulated substance under the Resource Conservation and Recovery Act of 1976, as amended (“RCRA”) and its implementing regulations; or is regulated under any applicable Environmental Laws, including any substance which has been determined by regulation, ruling or otherwise by any governmental authority to be a hazardous or toxic substance regulated under federal or state law, and shall include petroleum and petroleum products, asbestos and polychlorinated biphenyls.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Licenses” means the FCC licenses and authorizations to construct, own and operate a wireless communications system listed on Schedule 2(b)(i).

“Losses” means any loss, damage, cost, expense, liability, obligation, claim, action, suit, demand, judgment and reasonable attorneys’ fees, but excluding any exemplary, consequential or punitive damages (other than exemplary, consequential or punitive damages payable to third parties).

“Management Trustee” shall have the meaning given in the DOJ Consent Decree.

“Management Trustee Agreement” means the Management Trustee Agreement dated October 3, 2006 between Midwest, Alltel Corporation and the Management Trustee.

“Market” means the markets specified on Schedule 1B.

“Midwest” means Midwest Wireless Holdings L.L.C., a Delaware limited liability company.

“Multi-line Business Customer” means a corporate or business customer of the Business that contracts with Seller or its Affiliate for mobile wireless services to provide multiple telephones to its employees and such services for such employees are provided pursuant to a contract with the corporate or business customer.

“Newco” means Southern Minnesota, LLC, a Delaware limited liability company.

“Newco Membership Interest” has the meaning given in Section 3(d).

“Participant” has the meaning given in Section 14(d)(i).

“PCS” means Personal Communications Services as that term is defined in 47 C.F.R. § 24.5.

“Person” means any individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership, governmental authority, or other entity or organization.

“Postpay Subscribers” means the aggregate number of mobile telephone numbers subscribed to the Business and associated with a land line rate center that falls within the Market that are in active service and are without unpaid charges attributable to such number over 120 days past due, ignoring telephone numbers assigned pursuant to prepaid and reseller contracts.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

“Preservation of Assets Order” means, collectively, the Preservation of Assets Stipulation and Preservation of Assets Order in each case executed on September 7, 2006 and filed with the U.S. District Court for the District of Minnesota in United States of America v. Alltel Corporation and Midwest Wireless Holdings L.L.C., Case No. 0:06-CV-03631, in the United States District Court for the District of Minnesota.

“Purchaser” has the meaning given in the Preamble.

“Purchaser Deductible” has the meaning given in Section 25.

“Purchaser Indemnites” means Purchaser and its Affiliates and their respective managers, officers, directors, employees, agents, successors and assigns.

“Purchaser Material Adverse Effect” means an event, change or occurrence that, individually or together with any other event, change or occurrence, has or is reasonably likely to have a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement; provided, however, that in no event shall any event, occurrence, fact, condition, change development or effect resulting from compliance by Purchaser or its Affiliates with the terms and conditions of this Agreement or the Governing Regulatory Documents be deemed a Purchaser Material Adverse Effect.

“Purchase Price” has the meaning given in Section 3(b).

“Resolution Period” has the meaning given in Section 3(d)(ii).

“Resolved Items” has the meaning given in Section 3(d)(ii).

“Response” has the meaning given in Section 34(h)(i).

“Securities Act” means the Securities Act of 1933, as amended.

“Seller” has the meaning given in the Preamble.

“Seller Deductible” has the meaning given in Section 26.

“Seller Indemnites” means Seller and its Affiliates, and their respective managers, officers, directors, employees and agents.

“Seller Material Adverse Effect” means an event, change or occurrence that, individually or together with any other event, change or occurrence, has or is reasonably likely to have a material adverse effect on (i) the Transferred Assets, (ii) the operations of the Business, taken as a whole, or (iii) the ability of Seller to consummate the transactions contemplated by this Agreement; provided, however, that in no event shall any of the following be deemed to constitute a Seller Material Adverse Effect: any event, occurrence, fact, condition, change development or effect resulting from (a) compliance by Seller or its Affiliates with the terms and conditions of this Agreement or the Governing Regulatory Documents, (b) a loss of Subscribers or Employees resulting from the announcement or pendency of the transactions contemplated by this Agreement, (c) changes affecting the wireless communication industry generally or the economy generally, or (d) any action taken by Purchaser or its Affiliates relating to the Business (except as may be expressly provided by this Agreement or any related agreement).

“Subscriber” means a mobile telephone number subscribed to the Business and associated with a land line rate center that falls within the Market.

“Tax” or “Taxes” means any taxes, duties, assessments, fees, levies, or similar governmental charges, imposed by any taxing authority, wherever located (i.e., whether federal, state, local, municipal, or foreign), including all net income, gross income, gross receipts, net receipts, sales, use, transfer, franchise, privilege, profits, social security, disability, withholding, payroll, telecommunications, utility user, unemployment, employment, excise, severance, property, windfall profits, value added, ad valorem or occupation tax, or any other similar governmental charge or imposition, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, but excluding FCC payments and fees and copyright payments and fees.

“Transfer Taxes” has the meaning set forth in Section 2(d)(v).

“Transferred Assets” has the meaning given in Section 2(b).

“Transition Services Agreement” has the meaning set forth in Section 11.

“Unresolved Items” has the meaning given in Section 3(d)(iii).

“Working Capital Target” has the meaning given in Section 3(b).

2. Formation of, and Contributions to, Newco.

(a) Immediately prior to the Effective Time, Seller shall (i) cause the Contributing Entity to contribute to Newco all of the Contributing Entity's right, title, and interest to the Transferred Assets (other than the Licenses),

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

and the Additional Subscribers' contracts and (ii) cause Newco to assume the Assumed Liabilities. All contributions of assets to, or assumptions of liability by, Newco shall be made pursuant to documents of transfer, assignment and contribution or assumption in form reasonably satisfactory to Purchaser. All proposed documents shall be provided to Purchaser for review and comment at least five (5) business days prior to Closing.

(b) "Transferred Assets" means all assets, tangible or intangible, properties or rights owned, leased or licensed by the Contributing Entity and primarily used or held for use in the operation of the Business, other than the Excluded Assets, including, without limitation:

- (i) the Licenses set forth on Schedule 2(b)(i);
- (ii) all network assets and other equipment used or held for use in the Market (including transport facilities, test equipment, network management equipment, communication equipment (including transmitters and receivers, antennae, generators, towers, and network facilities)) and the tower leases set forth on Schedule 2(b)(ii);
- (iii) all owned or leased real property used or held for use to support the network assets used in the Business, including the cell sites set forth on Schedule 2(b)(ii);
- (iv) engineering records, customer and billing files and data in electronic form (and hard copies to the extent same exists), network plans, including all FCC and FAA compliance records of the Business;
- (v) all federal, state and local licenses and permits used or held for use in the Market;
- (vi) all retail facilities, contracts and operations of the Business, including the retail leases set forth on Schedule 2(b)(vi);
- (vii) equipment, furniture and other personal property (owned or leased) of the Business;
- (viii) inventory;
- (ix) the accounts receivable relating to the Business including any accounts receivable or current assets that have been written off by Seller or its Affiliates in accordance with GAAP in the ordinary course of business consistent with past practice. For purposes of clarification, Purchaser acknowledges that portions of written off accounts receivables and other current assets may have been sold to third parties in the ordinary course of business and are not assets of Seller subject to inclusion in Transferred Assets;
- (x) contracts primarily related to the Business, including Subscriber contracts, Multi-line Business Customer contracts and local agent contracts, if any;
- (xi) the minute book, membership records and other records of Newco having exclusively to do with the organization and capitalization of Newco;
- (xii) prepaid expenses related to the other Transferred Assets, and customer security deposit;
- (xiii) the Cellular One License Assignment (solely to the extent that consent of assignment of Cellular One Properties, LLC is obtained prior to Closing);

(xiv) rights to the NPA-NXX number blocks associated with the Business;

(xv) reseller customers located in the Market;

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(xvi) Radio Shack locations and Wal-Mart Connect Kiosks used by Seller in the Business;

(xvii) to the extent not otherwise described in subparagraphs (i) through (xvi) above, any other asset relating to the Business and constituting a “Divestiture Asset” as such term is defined in the DOJ Consent Decree.

(c) “Excluded Assets” means:

(i) cash and cash equivalents other than cash included in cash registers in the Market as of the Closing Date;

(ii) Excluded Shared Assets;

(iii) trademarks, trade names and intellectual property, including but not limited to the marks set forth on Schedule 2(c)(iii), and all rights related thereto;

(iv) employee benefit and welfare plans;

(v) Any recovery in respect of any accounts receivable or current assets that have been written off in accordance with GAAP in the ordinary course of business consistent with past practice (and any recovery in respect thereof) prior to the Closing Date;

(vi) claims for tax refunds and/or credits for periods prior to the Closing;

(vii) minute books and tax returns of transferors (other than Newco);

(viii) insurance policies and rights to insurance proceeds;

(ix) any agreement, contract, commitment or arrangement with any labor union, labor organization or other representative of employees;

(x) all licenses, authorizations and permits to use PCS spectrum in the Market except as listed on Schedule 2(b)(i);

(xi) assets used solely to operate Seller’s GSM roaming business in the Market, including GSM roaming contracts and equipment; and

(xii) assets used solely to operate Seller’s PCS business, including PCS roaming contracts and equipment.

(d) “Assumed Liabilities” means all of the liabilities and other obligations (i) relating to the Transferred Assets, to the extent such liabilities and other obligations are generally consistent with the description of the Business and Transferred Assets set forth in the Descriptive Memorandum (ii) arising from contracts (including Subscriber contracts) or leases included in the Transferred Assets, or (iii) as otherwise listed on Schedule 2(d) hereto, (y) only to the extent such liabilities and other obligations arise from and after the Effective Time, and (z) exclude any liabilities or obligations arising from a breach of any of such contracts by the Contributing Entity or its Affiliates. The Assumed Liabilities shall specifically exclude the following liabilities or obligations of Seller or its Affiliates, whether or not related to the Transferred Assets or the Business: (i) all liabilities or obligations in connection with, resulting from, or arising out of, directly or indirectly, the ownership, operation or control, as applicable, of the Transferred Assets, Business or Newco Membership Interest prior to the Closing Date or the Excluded Assets at any time, including the cost and expenses of the Management Trustee and the Divestiture Trustee incurred in

furtherance of performing their duties and responsibilities pursuant to the Governing Regulatory Documents; (ii) any and all employment related claims, wages, commissions, salaries, bonus, compensation, claims,

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damages, pending proceedings, awards, vacation pay, paid time off, sick pay, holiday pay, severance pay, disability benefits or other claims or expenses incurred, earned or accrued prior to the Closing by the Employees and their dependents and beneficiaries under any benefit plans or otherwise other than as expressly provided in Section 14(c)(ii) of this Agreement and only to the extent such amounts are included in the calculation of Closing Net Working Capital; (iii) all liabilities or obligations for vendor payments with respect to capital expenditures that have been performed or delivered prior to the Closing Date except to the extent such amounts are included in the calculation of Closing Net Working Capital; provided that all liabilities and obligations for vendor commitments and capital expenditures performed or delivered on or after the Closing Date shall be the responsibility of and paid by Purchaser; (iv) any and all Taxes that are obligations of Seller or an Affiliate of Seller; (v) any liability of Seller or any Affiliates of Seller for Taxes arising in connection with the consummation of the transactions contemplated hereby (other than those described in Section 34(f) “Transfer Taxes”); or (vi) Taxes with respect to taxable periods (or any portion thereof) ending prior to the Closing Date that arise out of the Transferred Assets or Business; provided that, (x) any Tax attributable to a taxable period which begins before and ends after the Closing Date shall be apportioned between the portion of such period ending prior to the Closing Date and the portion beginning on the day after the Closing Date (y) in the case of real property taxes, personal property taxes, and similar ad valorem obligations, by apportioning such Taxes in accordance with local custom and practice based on the number of calendar days in the Tax period, and (z) in the case of all other Taxes (other than Transfer Taxes), on the basis of the actual activities of the Transferred Assets, as determined from the books and records of the Business for such partial period; (vii) any liabilities or obligations incurred by Seller, the Contributing Entity or Newco in the preparation, negotiation or performance under this Agreement; (viii) any indebtedness for borrowed money (including capital lease obligations); (ix) liabilities and obligations arising before, on or after the Effective Time with respect to any employee of Seller or its Affiliates that does not accept Purchaser’s offer of employment contemplated by Section 14; (x) liabilities and obligations arising on or before the Effective Time with respect to any employee of Seller or its Affiliates that accepts Purchaser’s offer of employment contemplated by Section 14, other than as expressly provided in Section 14(c)(ii) and only to the extent such amounts are included in the calculation of Closing Net Working Capital; and (xi) liabilities and obligations, including indemnity obligations, arising at any time under the Management Trustee Agreement other than as expressly provided in Section 14(c)(ii) of this Agreement, only to the extent such amounts are included in the calculation of Closing Net Working Capital.

3. Purchase and Sale of the Newco Interest; Purchase Price.

(a) Subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants herein set forth, at the Closing, Seller will, or will cause its Affiliate to, sell, transfer, convey, assign and deliver to Purchaser or its designated Affiliate, and Purchaser or its designated Affiliate will purchase and acquire from Seller or its Affiliate, (i) all of Seller’s or its Affiliate’s right, title and interest in and to its entire membership interest in Newco (the “Newco Membership Interest”), which shall constitute 100% of Newco’s membership interest and right to acquire Newco’s membership interest; and (ii) the Licenses.

(b) In consideration for the Newco Membership Interest and the Licenses, Purchaser shall pay to Seller an aggregate amount of cash equal to *** (the “Base Purchase Price”) plus an amount equal to the difference between the Estimated Net Working Capital and *** (the “Working Capital Target”) if the Estimated Net Working Capital is greater than the Working Capital Target or, in the alternative, minus an amount equal to the difference between the Estimated Net Working Capital and the Working Capital Target if Estimated Net Working Capital is less than the Working Capital Target (the Base Purchase Price, as adjusted for the difference between the Working Capital Target and the Estimated Working Capital, the “Estimated Purchase Price”). The Estimated Purchase Price shall be subject to adjustment as provided in Section 3(d) (as adjusted, the “Purchase Price”). The Estimated Purchase Price shall be paid by wire transfer of immediately available funds by 12:00 noon New York time on the Closing Date, to such account as Seller shall designate to Purchaser in writing.

(c) Not less than 14 calendar days prior to the Closing Date, Seller will deliver to Purchaser (i) a written statement (with appropriate supporting documentation showing the Current Assets and Current Liabilities) of its good faith estimate of the amount by which the Current Assets, as of the Closing Date, are greater or less than the Current Liabilities as of the Closing Date (the “Estimated Net Working Capital”), which shall be calculated on a

basis consistent with the calculation set forth on Schedule 3(c) and (ii) the Estimated Purchase Price based thereon. Seller shall cooperate with Purchaser to provide Purchaser with a reasonable opportunity to review and comment upon Seller's calculation of the estimated Current Assets as of the Closing Date, estimated Current Liabilities as of the Closing Date and the Estimated Net Working Capital based thereon. Seller shall provide Purchaser and its authorized representatives reasonable access during normal business hours and without significant disruption to the business of the Seller and its Affiliates and to all books, records and employees of Seller and its Affiliates having relevant information concerning the Estimated Net Working Capital. Within 10 calendar days after receipt of Seller's calculation of the Estimated Purchase Price, Purchaser shall, in a written notice to Seller, either accept Seller's calculation of the Estimated Purchase Price or provide a written notice containing Purchaser's good faith calculation of the Estimated Net Working Capital amount and describing any objections to Seller's calculation with reasonable particularity. If Seller shall not have received a written notice of a revised calculation within this 10 calendar day period, Purchaser will be deemed irrevocably to have accepted Seller's calculation of the Estimated Net Working Capital for the purpose of calculating the Estimated Purchase Price to be paid at Closing and for no other purpose. If Purchaser notifies Seller of its revised calculation in accordance with this Section, Purchaser and Seller shall attempt to resolve their differences through representatives who are duly authorized to negotiate with respect to all differences, and any resolution by them as to disputed amounts shall be in writing. If the parties are not able to resolve their differences prior to the Closing Date, the parties shall use the arithmetic mean of the two calculations of Estimated Purchase Price delivered by each of Purchaser and Seller in accordance with this Section 3(c) solely for the purpose of calculating the Estimated Purchase Price to be paid at Closing.

(d) Closing Date Statement.

(i) (a) As promptly as practicable following the Closing (but in no event later than 60 calendar days thereafter), Seller shall prepare and deliver to Purchaser a written statement (with appropriate supporting documentation showing the calculation of individual items of Current Assets and Current Liabilities, collectively, the "Closing Date Statement") of its good faith determination of the amount by which the Current Assets, as of the Closing Date, are greater than or less than the Current Liabilities as of the Closing Date (the "Closing Net Working Capital") calculated on a basis consistent with the accounting principles and methodologies set forth on Schedule 3(c). Solely for purposes of calculating the Closing Net Working Capital, the parties agree that if the Closing occurs (A) prior to the fifteenth day of a calendar month the Closing Net Working Capital shall be calculated as of the first day of said month, and (B) on or after the fifteenth day of a calendar month, the Closing Net Working Capital shall be calculated as of the last day of said month.

(b) If the Closing Date is other than the first day or last day of the calendar month, Closing Net Working Capital will be adjusted as follows: The Seller shall prepare a statement that sets forth its good faith determination of the earnings before interest, taxes, depreciation and amortization for the Market for the month in which Closing occurs (the "EBITDA") and shall deliver such EBITDA calculation with, and as an integral part of, the Closing Date Statement. Financial statements shall be prepared in a manner consistent with the methodologies and principles of the Seller and its Affiliates referenced in Section 8(dd). Subject to the provisions of this Section 3(d) regarding resolution of Unresolved Items, EBITDA will be allocated between Purchaser and Seller proportionate to the number of days that the Market was owned by each Party in the month in which Closing occurs. For example; assuming a 30-day month, if the Closing Date is the 10th calendar day of such month, Purchaser will be allocated two-thirds ((30 - 10)/30) and Seller will be allocated one-third (10/30) of the EBITDA.

(ii) Within 45 calendar days after receipt of the Closing Date Statement, Purchaser shall, in a written notice to Seller, either accept the Closing Date Statement or describe any objections with reasonable particularity. If Seller shall not have received a written notice of proposed adjustments within this 60 calendar day period, Purchaser will be deemed irrevocably to have accepted such Closing Date Statement solely for the purpose of calculating Closing Net Working Capital. In addition, any item included in the Closing Date Statement that is not objected to by Purchaser with reasonable particularity shall be deemed to have been irrevocably accepted by Purchaser solely for the purpose of calculating Closing Net Working Capital ("Resolved Items") and any amounts included within such item shall be deemed to be final, binding and conclusive for such purpose. If Purchaser notifies

Seller of its objections to the Closing Date Statement in accordance with this Section, the parties shall, within 10 calendar days (or such longer period as the parties may mutually agree) following such notice (the “Resolution Period”), attempt through representatives who are duly authorized to negotiate with respect to all outstanding differences to resolve their differences, and any written resolution by them as to any disputed amounts shall be final, binding and conclusive.

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(iii) Any amounts remaining in dispute at the conclusion of the Resolution Period (“Unresolved Items”) shall be submitted to binding arbitration in the state of Delaware for a resolution of the Unresolved Items. Except as otherwise provided in this Section 3(d), the arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

(1) The arbitrator (the “Arbitrator”) shall be selected by the parties in good faith and in a timely fashion, but in no event later than 10 calendar days after the expiration of the Resolution Period. In the event that the parties are unable to agree on the selection of the Arbitrator, either party may request the American Arbitration Association to appoint the Arbitrator. Prior to the commencement of hearings, the Arbitrator shall take an oath of impartiality.

(2) The arbitration proceedings and all testimony, filings, documents and information relating to or presented during the arbitration proceedings shall be deemed to be information subject to the confidentiality provisions of this Agreement.

(3) Any determination of Unresolved Items, including the Closing Net Working Capital, rendered pursuant to this Section 3(d) shall be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction. The Arbitrator shall set forth in writing the determination of the Unresolved Items and a calculation of the Closing Net Working Capital based upon the amount of Resolved Items and the Arbitrator’s determinations of the Unresolved Items.

(4) Unless Purchaser and Seller otherwise mutually agree in writing, Purchaser and Seller shall share the fees and expenses of the Arbitrator based on the following formulas: (i) Seller shall pay a portion of such fees and expenses equal to the total of such fees and expenses multiplied by a fraction, the numerator of which is the dollar amount of Unresolved Items resolved in favor of Purchaser and the denominator of which is the total dollar amount of Unresolved Items; and (ii) Purchaser shall pay a portion of fees and expenses equal to the total of such fees and expenses multiplied by a fraction, the numerator of which is the dollar amount of Unresolved Items resolved in favor of Seller and the denominator of which is the total dollar amount of Unresolved Items. Each party shall bear all the fees, costs and expenses of its own attorneys, experts and witnesses; provided, however, that in connection with any judicial proceeding to compel arbitration pursuant to this Agreement or to confirm, vacate or enforce any determination rendered pursuant to this Section 3(d), the prevailing party in such a proceeding shall be entitled to recover reasonable attorney’s fees and expenses incurred in connection with such proceeding, in addition to any other relief to which it may be entitled.

(iv) Upon any (i) agreement or deemed agreement by Purchaser and Seller as to the Closing Net Working Capital, or (ii) the Arbitrator’s determination of the Closing Net Working Capital the parties shall, based thereupon, calculate the Purchase Price using the equation used to calculate Estimated Purchase Prices set forth in Section 3(c) above except that the for purposes of calculating the Purchase Price, the Estimated Net Working Capital will be replaced by the Closing Net Working Capital in such equation. If the Purchase Price as finally determined above is greater than the Estimated Purchase Price, Purchaser shall promptly, but no later than two (2) business days after such agreement or determination, pay to Seller the amount of such difference. If the Purchase Price as finally determined above is less than the Estimated Purchase Price, Seller shall promptly, but no later than two (2) business days after such agreement or determination, pay to Purchaser the amount of such difference.

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(v) Any amount payable in accordance with this Section 3(d) shall bear interest from and after the Closing Date through but excluding the date of payment, at the rate per annum equal to the Applicable Rate on the Closing Date. Such interest shall accrue daily on the basis of a 365-day year.

(vi) All amounts payable in accordance with this Section 3(d) shall be paid by delivery of immediately available funds by wire transfer in U.S. dollars to, in the case of amounts payable by Purchaser, the account identified by Seller in accordance with Section 3(b) above or an alternate account that Seller may designate in writing or, in the case of amounts payable by Seller, to such account as Purchaser may designate in writing to Seller.

(vii) During the period of any review or dispute as provided in this Section 3(d), Seller shall provide Purchaser and its authorized representatives reasonable access during normal business hours and without significant disruption to the business of Seller and its Affiliates, to all books, records and employees of Seller and its Affiliates having relevant information concerning the Closing Date Statement to the extent that such information was used in the calculation of the Closing Net Working Capital reflected thereon.

4. Time, Manner and Place of Closing.

Unless otherwise agreed by the parties, the Closing shall take place on the fifth business day (or such fewer business days required in order to avoid an obligation by Seller to divest the Transferred Assets to a Divestiture Trustee pursuant to the Governing Regulatory Documents) after the date on which the last condition precedent set forth in Sections 6 and 7 (other than such conditions precedent that are not capable of being satisfied until the Closing) is satisfied or waived; provided that, to the extent permitted by the Governing Regulatory Documents, the Closing shall occur on the last day of an applicable calendar month if such date follows within ten (10) days of the date the closing would otherwise occur but for this provision. The Closing may be conducted by facsimile or other means of electronic transmission, but shall be deemed to take place at the offices of Alltel Communications, Inc., One Allied Drive, Little Rock, Arkansas 72202. If the Closing occurs, for purposes of this Agreement, the Closing shall be deemed to have occurred at 12:00:01 a.m. Central time on the Closing Date (the "Effective Time") or such other time as agreed upon by Purchaser and Seller.

5. Closing Deliveries.

(a) At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

(i) the Estimated Purchase Price to be wired in immediately available funds to an account to be designated by Seller;

(ii) a certificate of an officer of Purchaser, dated on the Closing Date, certifying that, as of such Closing Date each of the conditions in Section 6 is satisfied;

(iii) the FCC License Assignment;

(iv) executed copies of the Transition Services Agreement and the Facilities Use Agreement; and

(v) the Deliverables List.

(b) At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

(i) an executed copy of a document, in form and substance reasonably satisfactory to Purchaser, transferring the Newco Membership Interest to Purchaser (together with related certificate, if the Newco Membership Interest is certificated);

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- (ii) an executed copy of a document, in form and substance reasonably satisfactory to Purchaser, transferring the Licenses to Purchaser or its designated Affiliate ("FCC License Assignment");
- (iii) a certificate of an officer of Seller, dated on the Closing Date, certifying that, as of such Closing Date each of the conditions in Section 7 is satisfied;
- (iv) true and correct copies of (A) all contribution and assumption documents for Newco contemplated by Section 2, (B) the organizational documents of Newco, as in effect on the Closing Date and certified by an authorized Person, (C) minutes of all meetings of members or managers (or written actions in lieu thereof) and (D) the resignations of all directors (or the equivalent thereof) and officers, if any, of Newco;
- (v) executed copies of the Transition Services Agreement and the Facilities Use Agreement; and
- (vi) a list of any of the Employees that are Participants.

6. Conditions Precedent to Seller's Obligation to Close.

The obligation of Seller to consummate the transactions contemplated hereby shall be conditioned upon the satisfaction or fulfillment, at or prior to Closing, of the following conditions, unless waived in writing by Seller:

- (a) Each of Purchaser's closing deliveries to Seller set forth in Section 5(a) shall have been made;
- (b) Each of the representations of Purchaser shall be true and correct as of the date of this Agreement and as of Closing Date as though made on and as of the Closing Date (except as otherwise expressly provided in this Agreement), and Purchaser shall have performed all of its covenants and agreements hereunder, except to the extent that any failure of any such representation or warranty to be true and correct or failure to perform such covenant and agreement would not have a Purchaser Material Adverse Effect;
- (c) The DOJ Consent shall have been obtained;
- (d) The FCC Consent shall have been obtained and become a Final Order, without the imposition of any terms, conditions or provisions on Seller or its Affiliates outside the ordinary course of business; provided however, in the event that as of January 31, 2007, the FCC Consent either shall not have been obtained and no petitions have been filed during the public notice period or shall have been obtained and no petitions were filed during the public notice period but shall not have become a Final Order, the foregoing requirement that the FCC Consent shall have become a Final Order shall be deemed waived.
- (e) All applicable waiting periods under the HSR Act (if applicable to the transactions contemplated by this Agreement) shall have expired or been terminated;
- (f) The parties shall have reached agreement regarding the terms of the FDS and the Cost Attachment; and
- (g) On the Closing Date, no suit, action or other proceeding, or injunction or final judgment relating thereto, shall be pending before any arbitrator, court or governmental authority having jurisdiction over the parties in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

7. Conditions Precedent to Purchaser's Obligation to Close.

The obligation of the Purchaser to consummate the transactions contemplated hereby shall be conditioned upon the satisfaction or fulfillment, at or prior to Closing, of the following conditions, unless waived in writing by Purchaser:

- (a) Each of Seller's closing deliveries to Purchaser set forth in Section 5(b) shall have been made;

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(b) Each of the representations of Seller shall be true and correct as of the date of this Agreement and as of Closing Date as though made on and as of the Closing Date (except as otherwise expressly provided by this Agreement) and Seller shall have performed all of its covenants and agreements hereunder, except to the extent that any failure of any such representation or warranty to be true and correct or failure to perform such covenant and agreement would not have a Seller Material Adverse Effect;

(c) The DOJ Consent shall have been obtained;

(d) The FCC Consent shall have been obtained and become a Final Order, without the imposition of any terms, conditions or provisions on Purchaser or its Affiliates outside the ordinary course of business; provided however, in the event that as of January 31, 2007, the FCC Consent either shall not have been obtained and no petitions have been filed during the public notice period or shall have been obtained and no petitions were filed during the public notice period but shall not have become a Final Order, the foregoing requirement that the FCC Consent shall have become a Final Order shall be deemed waived.

(e) All applicable waiting periods under the HSR Act (if applicable to the transactions contemplated by this Agreement) shall have expired or been terminated;

(f) Seller shall have transferred to Newco the Transferred Assets and the Additional Subscribers (except for transfers for which necessary consents of third parties have not been obtained);

(g) the parties shall have reached agreement regarding the terms of the FDS and the Cost Attachment; and

(h) On the Closing Date, no suit, action or other proceeding, or injunction or final judgment relating thereto, shall be pending before any arbitrator, court or governmental authority having jurisdiction over the parties in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

8. Seller Representations and Warranties.

Seller represents and warrants to Purchaser that as of the date hereof, (and with respect to Newco, only as of the Closing Date), and as of the Closing Date except as expressly provided otherwise:

(a) Each of Seller, Newco and the Contributing Entity is duly organized, validly existing and in good standing under the laws of the respective states of their organization;

(b) As of the date hereof, no Divestiture Trustee has been appointed and the time specified in Section IV.A of the DOJ Consent Order for the divestiture of the Business has not expired;

(c) Seller has full power and authority to execute, deliver and perform its obligations under this Agreement and each of Newco and the Contributing Entity has the power and authority to consummate the transactions contemplated by this Agreement;

(d) the execution, delivery and performance of this Agreement have been duly and validly authorized and approved by all necessary action of Seller, the Contributing Entity and Newco;

(e) this Agreement is a legal, valid and binding obligation of Seller, enforceable against it and the Contributing Entity in accordance with its terms, except to the extent enforcement may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability affecting the rights of creditors and general principals of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(f) the execution, delivery and performance of this Agreement by Seller and the consummation by Seller and its Affiliates of the transactions contemplated by this Agreement will not result in a default under or

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breach of, or require the consent, authorization or approval of, or any registrations or filings with or notices to, any Person (i) in order to comply with the governing documents of Seller, Newco or the Contributing Entity; or (ii) under any law or order to which Seller, Newco or the Contributing Entity is subject, except for (x) any notices required to be filed under the HSR Act with either the DOJ or the FTC, (y) any notice to, or any approvals of, the DOJ, in consultation with any relevant plaintiff state, required under the DOJ Consent Decree or otherwise, or (z) any transfer applications or other filings to be filed with, or any approvals of, the FCC;

(g) The Transferred Assets as of the Effective Time will include all assets, including intangible assets, properties, franchises, licenses, permits, contracts, operations and business that are primarily used or held for use in the operation of the Business by the Seller or its Affiliates, except for the Excluded Assets. Immediately prior to Closing, Newco will own the Transferred Assets (except the Licenses) and the Contributing Entity will hold the Licenses, and immediately after the Closing, Purchaser will own the Newco Membership Interest, Newco will hold good, valid and marketable or saleable title to the Transferred Assets (except the Licensees), and Purchaser's designated Affiliate will hold good, valid and marketable or saleable title to the Licenses (except to the extent the FCC may otherwise restrict transferability of any License), free and clear of all Encumbrances (other than those created or attaching through the Purchaser or its Affiliates);

(h) there is no outstanding judgment, order, writ, injunction, decree or award of any arbitrator, court or governmental authority against Seller, Newco, the Contributing Entity or any of their respective Affiliates materially adversely affecting the Newco Membership Interest or the Transferred Assets or the Business or which questions the validity of any action taken or to be taken pursuant to this Agreement or in which it is sought to restrain or prohibit such transactions or to obtain damages or other relief in connection with this Agreement;

(i) there is no litigation, arbitration, investigation or other proceeding of or before any arbitrator, court or governmental authority pending or, to the knowledge of Seller, threatened against Seller, Newco, the Contributing Entity or any of their respective Affiliates materially adversely affecting the Newco Membership Interest or the Transferred Assets or the Business or which questions the validity of any action taken or to be taken pursuant to this Agreement or in which it is sought to restrain or prohibit such transactions or to obtain damages or other relief in connection with this Agreement;

(j) neither Seller nor its Affiliates or representatives has entered into any agreement or understanding that will result in any obligation of or claim against Purchaser, or any of its Affiliates to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby;

(k) the Contributing Entity holds the Licenses, and, at Closing, the Purchaser or its Affiliate will hold the Licenses, free and clear of all Encumbrances (other than those created or attaching through the Purchaser or its Affiliate). The Contributing Entity has performed all of the material obligations required to have been performed under the Licenses, and no event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach of, or default under, any of the Licenses which permits or, after notice or lapse of time or both, would permit, revocation or termination of any License. No notice of cancellation or default concerning the Licenses, or of any event, condition or state of facts described in the preceding sentence, has been received by, or is known to, Seller, and the Licenses are valid, existing and in full force and effect. The Licenses (i) were granted on the grant date specified on Schedule 2(b)(i) and (ii) expire on the expiration date specified on Schedule 2(b)(i). The Licenses have been granted by Final Order, are in full force and effect, and authorize, without further consent or authorization from the FCC, the construction and operation in the areas identified on Schedule 2(b)(i);

(l) the Contributing Entity has complied in all material respects with, and is not in material violation of, any requirement of law of a governmental authority to which the Licenses are subject or which are applicable to the ownership, operation or holding thereof, including, without limitation, Section 310(b) of the Communications Act, and all rules, regulations or orders of the FCC. To the knowledge of Seller and the Contributing Entity and except as listed on Schedule 8(l), there are no investigations, inquiries, proceedings or other administrative actions pending that related to compliance with such rules, regulations or orders, and neither the Contributing Entity nor

Newco have failed to obtain or to adhere to any requirements of any license, permit or authorization necessary to the ownership of the Licenses. Both the Contributing Entity and Newco are qualified under the FCC's rules and the Communications Act to hold and convey the Licenses. To the knowledge of Seller, there are no facts or circumstances relating to the FCC qualifications of Seller or any of its Affiliates that would prevent or materially delay the FCC's grant of any FCC Form 603 (or other appropriate form) application under FCC rules and the Communications Act;

(m) with respect to the Licenses, neither Seller nor the Contributing Entity is a party to any contract, agreement or understanding, oral or written, providing for the relocation of microwave service providers or the sharing of any costs associated with any such relocation, and to the knowledge of Seller and the Contributing Entity, no microwave relocation activities, actions or efforts are planned or in progress with respect to the Licenses;

(n) the Seller and the Contributing Entity have complied in all material respects with, and are not in a material violation of, any requirement of law to which the Business or the Transferred Assets are subject, including, without limitation, all laws relating to zoning, building codes, employees and employee benefit plans, and the Governing Regulatory Documents;

(o) immediately prior to the Closing, (i) Seller or its Affiliate will hold of record and own beneficially all of the Newco Membership Interests, free and clear of all Encumbrances, restrictions on transfer (other than restrictions under the Securities Act and state securities laws), Taxes, options, warrants, purchase rights, contracts or commitments; (ii) the assets of Newco will consist only of the Transferred Assets (excluding the Licenses) and the Additional Subscribers' contracts; and (iii) the liabilities of Newco will consist of only the Assumed Liabilities. Newco is and has always been an entity disregarded as an entity separate from its owner under Treas. Reg. Section 301.7701-3. Newco has no outstanding subscriptions, options, warrants, or other arrangements or commitments obligating or which may obligate it (with or without notice or passage of time or both) to issue any of its securities.

(p) Seller has made available to Purchaser copies of the Governing Regulatory Documents. Such copies are complete and accurate and include all amendments, supplements and modifications thereto or waivers currently in effect thereunder;

(q) This Agreement is in compliance with all applicable provisions of the Governing Regulatory Documents and with respect to the Market, Seller has complied with all applicable provisions of the Governing Regulatory Documents;

(r) (i) no Employee is represented by any labor union or other labor organization and neither Seller, the Contributing Entity, Newco nor any of their respective Affiliates are subject to any collective bargaining agreement covering any Employee; (ii) there is no grievance pending or, to the knowledge of Seller or the Contributing Entity, threatened, regarding unfair labor practices or collective bargaining relating to the Business or the Employees; (iii) no private agreement expressly prohibits Seller or the Contributing Entity from relocating, closing or terminating any of the operations of facilities of the Business; and (iv) all Employees are employed at-will except as set forth in Schedule 14;

(s) Except (i) *** and (ii) as provided in Section 12(b), the Transferred Assets other than the Licenses are in good operating condition and repair, ordinary wear and tear and obsolescence excepted, and the Transferred Assets taken together with the rights to be made available to the Purchaser pursuant to the Transition Services Agreement and, if the consent of Cellular One Properties, LLC is obtained, the Cellular One License Assignment constitute all of the assets necessary to conduct the Business in substantially the same manner as it is conducted as of the date hereof;

(t) There are no defects in the environmental, zoning, licensing or other permits pertaining to the operation of the Business or Transferred Asset that will have a material adverse effect on the Business, and following Closing, Seller and its Affiliates will not undertake, directly or indirectly, any challenges to the

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environmental, zoning, licensing or other permits relating to the operation of the Business, all in a manner as contemplated by the Governing Regulatory Documents;

(u) Schedule 2(b)(ii) contains an accurate list of all owned and leased cell sites used or held for use in the operation of the Business;

(v) Schedule 2(b)(vi) contains an accurate list of all retail leases used or held for use in the operation of the Business;

(w) There is no fee owned real property included in the Transferred Assets. Schedule 8(w) sets forth a list of the vendors to whom payments in excess of \$10,000 have been made, and the aggregate amount of such payments, during the three month period ending November 30, 2006, as reflected on the November 30, 2006 profit and loss statement.

(x) with respect to each parcel of leased real property included in the Transferred Assets, to the best of Seller's knowledge but without investigation, (i) true, correct and complete copies of each lease applicable thereto have been delivered by Seller or the Contributing Entity to Purchaser, together with any subleases granted with respect to the real property covered by the leases and (ii) each such lease is valid, binding and enforceable and in full force and effect, except to the extent enforcement may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability affecting the rights of creditors and general principals of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity). In addition, with respect to each parcel of leased real property included in the Transferred Assets, none of Seller, the Contributing Entity and, as of the Closing, Newco, or, to the knowledge of Seller and the Contributing Entity, any other party to any such lease, is in default of any material term thereunder or has received any written notice of default thereunder;

(y) (i) Neither Seller nor any Affiliate has generated, used, transported, treated, stored, released or disposed of, or knowingly permitted anyone else to generate, use, transport, treat, store, release or dispose of any Hazardous Substance at, on or in connection with the ownership or occupancy of the Transferred Assets in material violation of any applicable Environmental Laws; (ii) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with Seller's or an Affiliate's ownership, occupancy or use of the Transferred Assets in material violation of any applicable Environmental Law; (iii) to the knowledge of Seller or the Contributing Entity, there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance on, in or under any property or facility owned or leased by Seller or any Affiliate and included in the Transferred Assets which has created or might reasonably be expected to create any material liability under any applicable Environmental Law; (iv) any Hazardous Substance handled or dealt with by Seller or an Affiliate at, on or in connection with the ownership or occupancy of the Transferred Assets has been and is being handled or dealt with in material compliance with all Environmental Laws; (v) the operation of the Business by Seller and its Affiliates is in material compliance with all Environmental Laws; and (vi) there are no claims against Seller or any Affiliate by third parties, including governmental authorities, pending or, to the knowledge of Seller, threatened under Environmental Laws arising out of Seller's or any Affiliate's ownership, construction or use of the Transferred Assets or the condition of the Transferred Assets;

(z) To the knowledge of Seller and the Contributing Entity and except as noted in Section 8(s), each cell site tower (including the related communication equipment) owned by Seller or its Affiliates and listed on Schedule 2(b)(ii) has been constructed in material compliance with the terms and conditions of the applicable licenses, rules and regulations of any applicable governmental authority, including, without limitation, any laws governing the construction, marking and lighting of antenna structures. Seller and its Affiliates have conducted their operations, in respect to each cell site tower owned, leased or licensed by Seller or its Affiliates and listed on Schedule 2(b)(ii), in material compliance with the terms and conditions of the applicable licenses, rules and regulations of any applicable governmental authority, including, without limitation, any laws governing the construction, marking and lighting of antenna structures. Seller or its Affiliates have made all filings, tower registrations and reports required to be made by them relating to each such cell site except where the failure to make

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such filing, registration or report would not have a material adverse effect on the Business. There are no investigations, inquiries, enforcement proceedings, orders or other actions pending (or to Seller's knowledge threatened) by the FCC, FAA and other governmental authority with respect to any cell site owned, leased or licensed by Seller and listed on Schedule 2(b)(ii);

(aa) as of September 13, 2006, including reseller customers, the total number of Subscribers in the Market relating to the segment of the Business comprised by the Divestiture Assets was *** and the number of Postpay Subscribers was ***;

(bb) as relates to the Transferred Assets and/or the Business, Seller and its Affiliates have timely filed all Tax returns and statements which they were required to file and such returns and statements were true and correct in all material respects. Seller and its Affiliates have paid all Taxes due prior to the date hereof and will pay when due (or contest in good faith by appropriate proceedings) all Taxes which may become due on or before the Closing Date related to the Transferred Assets. Neither Seller nor any Affiliate has waived any statute of limitations in respect of Taxes or agreed to an extension of time with respect to a Tax assessment or deficiency related to the Transferred Assets. To the knowledge of Seller and the Contributing Entity, there are no unresolved claims raised, or investigations pending, by any governmental authority concerning the Tax liability of Seller or an Affiliate related to the Transferred Assets or the Business. All Taxes related to the Transferred Assets or the Business which Seller or an Affiliate is required by law to withhold or to collect for payment have been duly withheld and collected, and have been paid, and there are no Tax Encumbrances on the Transferred Assets except for any Tax Encumbrance arising from Taxes not yet due and owing or being contested in good faith; and

(cc) there are no Multi-line Business Customers in the Market.

(dd) attached hereto as Schedule 8(dd) are unaudited balance sheets of the Business as of June 30, 2006 and October 31, 2006, and unaudited statements of income, and accompanying notes, for the six and ten month periods then ended (collectively the "Financial Statements"). The Financial Statements (i) were prepared by Seller in good faith and contain no information that Seller or any of its Affiliates has reason to believe is incorrect, (ii) are derived from data maintained by the Seller or its Affiliates in the ordinary course of business and from books and records maintained in accordance with GAAP, (iii) fairly present the financial condition of the Business as of such date and the results of operations of the Business for the periods referenced therein except as otherwise noted thereon, and (iv) have been prepared consistent with the methodologies and principles generally and historically used by the Seller and its Affiliates in preparing corresponding financial information for similar operations in corresponding markets in which the Seller or its Affiliates operate.

(ee) The Contributing Entity has obtained designation as an ETC within each designated area (collectively the "Designated Area") in which the Contributing Entity is an ETC with respect to the Business as set forth in Schedule 8(ee). True, complete and correct copies of all orders and compliance filings relating to the ETC designations listed on Schedule 8(ee) have been delivered to Purchaser. The ETC designations are currently in full force and effect and the Contributing Entity is in full compliance with all applicable legal requirements relating to its status as an ETC, including the terms and conditions of the grant by the Minnesota Public Utilities Commission of ETC Status, and shall remain in compliance through the Effective Time. The Contributing Entity is not in default under any applicable legal requirements relating to its status as an ETC. Other than proceedings generally applicable to the industry, there is no pending complaint, legal action, governmental proceeding or investigation that is pending against the Contributing Entity, and to the knowledge of Seller and the Contributing Entity no such complaint, action, proceeding or investigation is threatened, which may terminate, suspend or modify any authorization of the Contributing Entity as an ETC. Schedule 8(ee) sets forth a complete listing of all commitments and obligations of the Contributing Entity with respect to its status as an ETC in each Designated Area.

9. Purchaser Representations and Warranties.

Purchaser hereby represents and warrants to Seller that as of the date hereof and as of the Closing Date:

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

- (a) Purchaser and any Affiliate it may designate to hold the Licenses are duly organized, validly existing and in good standing under the laws of the state of its organization;
- (b) Purchaser has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) the execution, delivery and performance of this Agreement have been duly and validly authorized and approved by all necessary action of Purchaser;
- (d) this Agreement is a legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except to the extent enforcement may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability affecting the rights of creditors and general principals of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);
- (e) the execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser and its Affiliates of the transactions contemplated by this Agreement will not result in a default under or breach of, or require the consent, authorization or approval of, or any registrations or filings with or notices to, any Person (i) in order to comply with the governing documents of Purchaser; or (ii) under any law or order to which Purchaser is subject, except for (x) any notices required to be filed under the HSR Act with either the DOJ or the FTC, (y) any notice to, or any approvals of, the DOJ, in consultation with any relevant plaintiff state, required under the DOJ Consent Decree or otherwise, or (z) any transfer applications or other filings to be filed with, or any approvals of, the FCC;
- (f) there is no outstanding judgment, order, writ, injunction, decree or award of any arbitrator, court or governmental authority against Purchaser or any of its Affiliates which questions the validity of any action taken or to be taken pursuant to this Agreement or in which it is sought to restrain or prohibit such transactions or to obtain damages or other relief in connection with this Agreement;
- (g) there is no litigation, arbitration, investigation or other proceeding of or before any arbitrator, court or governmental authority pending or, to the knowledge of Purchaser, threatened against Purchaser or any of its respective Affiliates which questions the validity of any action taken or to be taken pursuant to this Agreement or in which it is sought to restrain or prohibit such transactions or to obtain damages or other relief in connection with this Agreement;
- (h) neither Purchaser nor its Affiliates or representatives has entered into any agreement or understanding that will result in any obligation of or claim against Seller, or any of its Affiliates to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby;
- (i) Purchaser and any Affiliate it may designate to hold the Licenses, are legally qualified to (i) receive and hold the Licenses to be acquired hereby, and (ii) receive any authorization or approval from any governmental authority necessary for it to acquire any such License;
- (j) Transferred Assets will be used as part of a viable, ongoing business engaged in the provision of mobile wireless services, as contemplated by the Governing Regulatory Documents; and
- (k) Purchaser is acquiring the Newco Membership Interest for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act.
- (l) Purchaser has sufficient financial resources to pay the Estimated Purchase Price at Closing in the manner specified in Section 3(b). Purchaser has sufficient financial resources to operate the Business after the Closing Date.

10. FCC and DOJ Filings.

From and after the date hereof, each party shall, and shall cause its respective Affiliates to, cooperate and use all commercially reasonable efforts to take the following actions, with each party to pay its own filing fees in connection with any filings pursuant to this Section and with each party paying one-half of the filing fees relating to all FCC joint filings, notices and applications:

(a) prepare and file with the FTC and the DOJ and other regulatory authorities as promptly as possible, but in any event no later than ten (10) business days after the execution date hereof, any notification required with respect to the transactions provided in this Agreement pursuant to the HSR Act and any supplemental information requested in connection therewith, which notification shall specifically request early termination of the waiting period prescribed by the HSR Act (to the extent applicable to the transactions contemplated by this Agreement);

(b) prepare and file with the FCC, as promptly as practicable but in any event no later than five (5) business days after the execution hereof, all necessary applications and notices in order to obtain the FCC Consent.

Within two (2) business days of the execution of this Agreement, Seller shall notify the DOJ of this Agreement and the transactions contemplated by this Agreement, all as required under the DOJ Consent Decree. Seller or Purchaser, as applicable, will provide any additional information requested by the DOJ as provided in or required by the Governing Regulatory Documents.

11. Transition Services Agreement; Dual Licensing Agreement and Deliverables List.

(a) Concurrent with the execution of this Agreement, Seller and Purchaser will enter into a transition services agreement (the “Transition Services Agreement”) in the form set forth on Exhibit A providing for transition services.

(b) Within 30 days of the Closing Date, the parties shall negotiate in good faith a dual licensing agreement ***

(c) The parties hereto shall negotiate in good faith and, no later than ten (10) business days prior to Closing, Purchaser shall deliver to Seller a list of reports or other information relating to the services to be provided pursuant to the Transition Services Agreement (the “Deliverables List”). In accordance with the timing requirements specified in the Deliverables List, Seller shall deliver the listed reports or information to Purchaser. For purposes of clarification, Seller must consent to providing any such report or other information which Purchaser may seek to list on the Deliverables List, such consent not to be unreasonably withheld or delayed.

12. License to Excluded Shared Assets; Intellectual Property;***

(a) Seller hereby grants, and shall cause the Contributing Entity to grant, to Newco and Purchaser, effective upon the Closing, an option for Newco or Purchaser to obtain a non-exclusive, transferable license for a period commencing on the Closing Date and terminating upon expiration of the term of the Transition Services Agreement, to use any of the Excluded Shared Assets in connection with the operation of the Business by Newco, Purchaser or its Affiliates, subject to the approval of any relevant federal or state governmental authority pursuant the Governing Regulatory Documents.

(b) Anything contained herein to the contrary notwithstanding, Purchaser hereby acknowledges and agrees that following Closing Seller will not grant to Purchaser, Newco or their Affiliates and Purchaser, Newco and their Affiliates do not and shall not have any right, license, permit or privilege to use or access (i) any of the Excluded Marks listed on Schedule 2(c)(iii) except to the limited extent provided in the Transition Services Agreement and (ii) ***

(c) ***

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13. Compliance with Governing Regulatory Documents.

Seller shall, and shall cause each of its Affiliates to, comply with the provisions of the Governing Regulatory Documents that relate to the Business and the transactions contemplated by this Agreement.

14. ***

(a) ***

(b) ***

(c) ***

(i) ***

(ii) ***

(d) ***

(i) ***

(ii) ***

(A) ***

(B) ***

15. Intellectual Property Consents.

From and after the date hereof for a period not to exceed twelve (12) months from the Closing, to the extent that the Transferred Assets include intellectual property that cannot be transferred or assigned without the consent of the licensor or other third parties, Seller and its Affiliates shall, as contemplated by the Governing Regulatory Documents, use best efforts to obtain those consents.

16. Permits and Deferred Assets.

From and after the date hereof and until Closing, each party shall, and shall cause its respective Affiliates to, use commercially reasonable efforts to obtain any local permits and any consent, authorization, approval or similar item from any non-governmental third party that is required or appropriate as a result of the transactions contemplated by this Agreement. In the event that the transfer of any Transferred Asset remains subject to receipt of any such required local permit or consent, authorization, approval or similar item from any non-governmental authority and such local governmental authority (in the case of local permits) or third party (in the case of such consents, authorizations, approvals or similar items) at Closing, Seller will not cause the Contributing Entity to transfer such asset (each such asset, a “Deferred Asset”) to Newco at or prior to Closing. With respect to any Deferred Asset (i) for a period commencing as of the Closing and ending twelve (12)

months following the Closing, Seller will continue to use its commercially reasonable efforts (except as otherwise provided in Section 15) to obtain such permit, consent, authorization, approval or similar item and, to the extent possible, will provide Newco with the economic benefits and burdens (which burdens Purchaser shall cause Newco to assume, and which Purchaser agrees to guaranty) of such Deferred Asset, until such permit, consent, authorization, approval or similar item is obtained, and (ii) at the conclusion of such twelve (12) month period (or on such earlier date as the use of the Deferred Asset cease to be made available to Newco), provide Newco with a reasonable alternative (within the context contemplated by the first sentence of Section 24 of this Agreement) for any Deferred Asset for which any necessary permit, consent, authorization, approval or similar item has not been obtained, including, at Seller's election, continuing to provide Newco with the economic benefits of such Deferred Asset.

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17. No Inconsistent Actions.

Seller and its Affiliates will not take any action that will impede in any way the permitting, licensing, operation or divestiture of the Transferred Assets.

From and after the date hereof until the Closing Date, Seller shall not, nor will it permit Newco or the Contributing Entity to, (i) take any action inconsistent with the transactions contemplated by this Agreement; (ii) sell, assign, gift, convey or otherwise transfer, or subject to any lien or security interest or otherwise encumber the Transferred Assets or the Newco Membership Interest except as contemplated hereunder; or (iii) operate the Business not in the ordinary course consistent with past practices. The Seller will, unless otherwise consented to in writing by Purchaser (which consent will not be unreasonably withheld, conditioned or delayed):

- (a) Proceed with planned capital expenditures for the Business as provided in the Preservation of Assets Order;
- (b) Reasonably consider taking any actions reasonably requested by Purchaser in preparation for post-closing operations of the Business and the Transferred Assets so long as such actions do not adversely interfere with the ongoing operations of the Business or the Transferred Assets, do not conflict with or violate the Governing Regulatory documents, and are not reasonably expected to expose the Seller, Contributing Entity or Newco to significant liability or expense;
- (c) Promptly deliver to the Purchaser copies of all reports, documents, requests, and other information describing the results of the operation of the Market provided to or, to the extent reports and other information do not contain information which Seller deems to be confidential, by the Management Trustee or the Divestiture Trustee pursuant to the Governing Regulatory Documents;
- (d) Preserve in full force and effect, as necessary and consistent with past practice, the Licenses, including in each case the timely renewal thereof.

18. Disclosure of Materially Inaccurate Representations.

From and after the date hereof until the Closing Date, each party shall, from time to time prior to the Closing Date, promptly notify the other party of any matter hereafter arising that, if existing or known as of the date of this Agreement would have resulted in any representation or warranty of such party in this Agreement being materially inaccurate or incorrect; provided, however, that none of such disclosures shall be deemed to modify, amend, or supplement the representations and warranties of any party for purposes of this Agreement unless the other party shall have consented thereto in writing. During the same period, each party also shall promptly notify the other parties of the occurrence of any breach by such party of any covenant or agreement contained in this Agreement or of any event that may make the satisfaction of the closing conditions set forth in Sections 6 or 7 impossible or unlikely. The foregoing provisions to the contrary notwithstanding, the right to indemnification, payment of Losses or any other remedy based on the accuracy, inaccuracy of or compliance with any such representations, warranties, covenants or obligations will not be affected by any such disclosure nor by the election of the disclosing party to elect to close the transactions contemplated hereby following such disclosure.

19. Confidentiality Agreement Remains in Effect.

The terms of that certain mutual confidentiality agreement dated as of August 18, 2006 by and among Seller and Purchaser (the “Confidentiality Agreement”) shall remain in full force and effect except to the extent expressly amended hereby. No press release or public disclosure or disclosure to any third party of the existence or terms of this Agreement or any Schedule or Exhibit hereto (including the Transition Services Agreement) shall be made by any party hereto without the consent of the other party, unless such disclosure is required by applicable law and made in accordance with the terms of the Confidentiality Agreement, including the ability of the other party to seek a protective order or other remedy (including the filing of a confidential treatment request). For a period of *** from and after the termination of the Transition Services Agreement, neither Seller nor any of its Affiliates shall use

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or take any action whatsoever which would result in disclosure to any third party of any confidential information about Newco, the Business or any Transferred Asset, provided that none of such parties shall be required to maintain confidential any information which (i) is or becomes generally available to the public other than as a result of a disclosure by Seller or any of its Affiliates; (ii) is obtained from a third party, provided that such third party is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to any other Person with respect to such information, (iii) is required to be disclosed by Seller or any of its Affiliates under any applicable law or (iv) is required to enforce any rights Seller may have against, or to defend any claims made by, any third party (other than Purchaser and its Affiliates). The parties hereto agree that confidential information includes, but is not limited to, all information described in the FCC definition of "Customer Proprietary Network Information" (CPNI) set forth more particularly in 47 USC §222(h)(1) and corresponding Code of Federal Regulations, if any, as amended from time to time, and Purchaser's roaming rates and other information provided by Purchaser to Seller pursuant to the Transition Services Agreement to enable Seller to provide services thereunder.

20. Reasonable Efforts to Consummate Agreement.

Subject to the terms and conditions of this Agreement, each party agrees to use, and to cause its Affiliates to use, commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws to consummate and make effective, as soon as reasonably practicable after the date of this Agreement, the transactions contemplated by this Agreement, and to cause to be satisfied the conditions referred to in Sections 6 and 7; provided, that nothing herein shall preclude a party from exercising its rights under this Agreement.

Each of Seller, Purchaser and their respective Affiliates shall take all necessary actions, including filing all necessary regulatory notifications and seeking all necessary regulatory approvals, in order to consummate the transactions contemplated by this Agreement and to diligently pursue the processing of any such applications and filings before the FCC or DOJ and other applicable governmental authorities, except that in no event shall Seller (other than as required by the DOJ Consent Decree) be required to divest any material asset or rights or agree to any material restriction not customarily associated with any regulatory approval. Further, each of Seller, Purchaser and their respective Affiliates agree to use their commercially reasonable efforts to take all actions necessary to obtain the consent of the DOJ to this Agreement and to avoid the appointment of a Divestiture Trustee.

The previous paragraph notwithstanding, if the DOJ pursuant to the Governing Regulatory Documents provides written notice to Seller and/or Purchaser of the DOJ's objection to the proposed transactions contemplated by this Agreement, the parties agree, for a period of five (5) business days from the receipt of the DOJ's objection, to negotiate with each other to attempt to make commercially reasonable modifications to the terms and conditions of this Agreement as would enable the parties to resolve the DOJ's objection. No party will have any obligations under this Section 20 if (a) the basis for the DOJ's objection is that Purchaser or its Affiliate is the purchaser of the assets to be divested or (b) the resolution of the objection by the DOJ would require a material diminution of the rights or a material increase of obligations of such party and notwithstanding the obligation to negotiate, neither party shall be obligated to make any modifications unless such party agrees to them in its sole discretion.

21. Access to Transferred Assets, Financial Information and Officers.

Without limiting the terms and conditions of this Agreement or the Transition Services Agreement, from the date of this Agreement until Closing, Seller shall, and shall cause each of its Affiliates to, (a) give Purchaser and its employees, agents and representatives reasonable access during all reasonable times to the Transferred Assets, (b) provide such financial and operating data and other information relating to the Business as Purchaser may reasonably request, and (c) grant Purchaser and its employees, agents and representatives reasonable access to the respective officers, employees, agents and representatives of Seller and its Affiliates who can respond knowledgeably to questions related to the Transferred Assets and the Business, and transfer and transitional matters.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

22. Allocation of Consideration.

Purchaser shall, as promptly as practicable following the Closing (but in all events, within 45 days thereof), obtain a valuation of the Transferred Assets by a qualified independent appraiser and, based upon this valuation report, shall prepare and deliver to Seller a proposed allocation for review and comment by Seller. For purposes of delivering the initial valuation report, the parties hereto agree to use the applicable balances set forth in the Estimated Net Working Capital. Within 15 days after Seller's receipt of such report, Purchaser and Seller shall in good faith agree on a preliminary allocation of the consideration paid for the Transferred Assets for tax purposes in accordance with the respective fair market value of the Transferred Assets and as provided for under Section 1060 of the Code. No later than five (5) business days after determination of the Closing Net Working Capital, Purchaser and Seller shall in good faith agree on a final allocation of the consideration paid for the Transferred Assets for tax purposes in accordance with the respective fair market value of the Transferred Assets and as provided for under Section 1060 of the Code. Purchaser and Seller each further agree to file their income tax returns and all other tax returns in such a manner as to reflect the allocation of the consideration as determined in accordance with this Section 22.

23. Damage to Transferred Assets Prior to Closing.

Except as provided in Section 8(s) with respect to the MN 10 St. Peter HT cell site, in the event that any of the Transferred Assets have been damaged prior to the Closing Date by a casualty (the "Damaged Assets"), Seller shall, at its option, either (i) repair, rebuild or replace the Damaged Assets prior to Closing; or (ii) include an amount equal to the agreed upon cost of completing the replacement or repair of the Damaged Assets as a deduction in the Estimated Purchase Price payable by Purchaser at Closing, in which event Seller shall be entitled to retain the insurance proceeds (if any) payable with respect thereto.

24. No Interference.

No terms of this Agreement will be interpreted as giving Seller or its Affiliates the ability unreasonably to raise Purchaser or its Affiliates' costs, lower their efficiency, or otherwise to interfere with their ability to use the Transferred Assets to compete effectively. Without limiting the generality of the foregoing, Seller agrees that, for a period ending twelve (12) months following the Closing, Seller shall not, and shall cause its Affiliates not to, (i) solicit any Employee hired by the Purchaser pursuant to Section 14(a) of this Agreement or any exclusive sales agent of the Business as of the Closing Date to serve in a similar or related capacity for Seller or (ii) use its Subscriber list or similar Subscriber information in its records to directly and specifically target the Subscribers transferred hereunder for solicitation to become customers or Subscribers of wireless services provided by Seller or its Affiliates; provided, however, that the prohibition in clause (ii) shall not preclude Seller or its Affiliates from soliciting customers or Subscribers in the Market using general advertisements or communications (such as newspapers, radios, television, mailings, telemarketing) not specifically directed or targeted to the Subscribers using information in Subscriber records.

25. Indemnification of Purchaser Indemnitees.

From and after the Closing Date, Seller shall indemnify, net of taxes, defend and hold harmless the Purchaser Indemnitees from and against and in respect of any Losses sustained, incurred or paid by any Purchaser Indemnitee in connection with, resulting from or arising out of: (a) any breach of a representation or warranty on the part of Seller under this Agreement, (b) any breach or nonfulfillment of any covenant or agreement on the part of Seller under this Agreement, (c) failure of Seller to convey or cause to be conveyed to Purchaser or its Affiliate, by transfer to Newco or otherwise, the Transferred Assets, (d) any Excluded Asset or (e) any liability or obligation arising out of or relating to the ownership or holding, as applicable, of the Transferred Assets or the operation of the Business prior to the Closing Date, except an Assumed Liability. All of the representations and warranties made by Seller in this Agreement shall survive the Closing for a period of *** months, except for those contained in (i) Sections 8(a), (b), (c), (d), (e), (j), and (o), which shall survive indefinitely and (ii) Sections 8(f), (y) and (bb), which shall survive until the expiration of the applicable statute of limitations.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

If an indemnification claim made by any Purchaser Indemnatee under this Section 25 involves a third party claim, such Purchaser Indemnatee shall (i) promptly notify Seller in writing of all relevant information concerning the third party claim known to such Purchaser Indemnatee (provided that failure to so notify Seller will only relieve the indemnification obligation if and to the extent such failure results in material prejudice with respect to such third party claim) and (ii) give Seller full opportunity to control the defense of such third party claim (using counsel reasonably acceptable to such Purchaser Indemnatee); provided that the Purchaser Indemnatee can participate in any proceeding to defend such third party claim, represented by counsel of its choosing, at its own cost and expense. If, after notice thereof, Seller fails to promptly assume the defense of a third party claim for which indemnification is claimed hereunder, or, after having assumed defense of such claim, fail to diligently conduct such defense, the Purchaser Indemnatee can assume the defense thereof, and shall be indemnified for the cost and expense of such defense (to the extent such Purchaser Indemnatee is entitled to indemnification hereunder).

No Purchaser Indemnatee may be bound by any compromise or settlement of a third party claim without its consent (which shall not be unreasonably withheld, delayed or conditioned), unless (i) the sole relief is monetary damages for which the Purchaser Indemnatee shall be fully indemnified and (ii) there is no finding or admission of any violation of law or rights of any person or entity. No Purchaser Indemnatee will be entitled to indemnification for a breach by Seller of its representations or warranties unless and until the aggregate amount of the Purchaser Indemnatee's Losses exceed *** of the Base Purchase Price (such amount being referred to as the "Purchaser Deductible"), provided that once the Purchaser Deductible is exceeded, such Purchaser Indemnatee shall be entitled to recover all such Losses in excess of the Purchaser Deductible; and provided further, that the foregoing limitation will not apply to any fraud or willful misconduct or the breach of the representations and warranties contained at Section 8(a), (b), (c), (d), (e), (f), (g), (j), (o), (y) and (bb). Seller shall not have aggregate liability for indemnification pursuant to this Section for a breach of its representations or warranties in excess of *** of the Base Purchase Price, provided that the foregoing limitation will not apply to any fraud or willful misconduct or the breach of the representations and warranties contained at Section 8(a), (b), (c), (d), (e), (f), (g), (j), (o), (y) and (bb).

26. Indemnification of Seller Indemnitees.

From and after the Closing Date, Purchaser, and any Affiliate, shall indemnify, net of taxes, defend and hold harmless the Seller Indemnitees from and against and in respect of any Losses sustained, incurred or paid by any Seller Indemnatee in connection with, resulting from or arising out of: (a) any breach of a representation or warranty on the part of Purchaser or its Affiliates under this Agreement, (b) any breach or nonfulfillment of any covenant or agreement on the part of Purchaser or its Affiliates under this Agreement, or (c) any Assumed Liabilities. All of the representations and warranties made by Purchaser in this Agreement shall survive the Closing for a period of *** months, except for those contained in Sections 9(a), (b), (c), (d), (e) and (h), which shall survive indefinitely.

If an indemnification claim made by any Seller Indemnatee under this Section 26 involves a third party claim, such Seller Indemnatee shall (i) promptly notify Purchaser in writing of all relevant information concerning the third party claim known to such Seller Indemnatee (provided that failure to so notify Purchaser will only relieve the indemnification obligation if and to the extent such failure results in material prejudice with respect to such third party claim) and (ii) give Purchaser full opportunity to control the defense of such third party claim (using counsel reasonably acceptable to such Seller Indemnatee); provided that the Seller Indemnatee can participate in any proceeding to defend such third party claim, represented by counsel of its choosing, at its own cost and expense. If, after notice thereof, Purchaser fails to promptly assume the defense of a third party claim for which indemnification is claimed hereunder, or, after having assumed defense of such claim, fails to diligently conduct such defense, the Seller Indemnatee can assume the defense thereof, and shall be indemnified for the cost and expense of such defense (to the extent such Seller Indemnatee is entitled to indemnification hereunder).

No Seller Indemnatee may be bound by any compromise or settlement of a third party claim without its consent (which shall not be unreasonably withheld, delayed or conditioned), unless (i) the sole relief is monetary damages for which the Seller Indemnatee shall be fully indemnified and (ii) there is no finding or admission of any violation of law or rights of any person or entity.

No Seller Indemnatee will be entitled to indemnification for a breach by Purchaser of its representations or warranties unless and until the aggregate amount of the Seller Indemnatee's Losses exceed *** of the Base Purchase Price (such amount being referred to as the "Seller Deductible"), provided that once the Seller Deductible is exceeded, such Seller Indemnatee shall be entitled to recover all such Losses in excess of the Seller Deductible; and provided further, that the foregoing limitation will not apply to any fraud or willful misconduct or the breach of the representations contained in Section 9(a), (b), (c), (d), (e) and (h). Purchaser shall not have aggregate liability for

indemnification pursuant to this Section 26 for a breach of its representations or warranties in excess of *** of the Base Purchase Price, provided that the foregoing limitation will not apply to any fraud or willful misconduct or the breach of the representations contained in Section 9(a), (b), (c), (d), (e) and (h).

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

27. Subrogation.

The indemnifying party shall be subrogated to the rights of the indemnified party in respect of any insurance relating to Losses to the extent of any indemnification payments made under Sections 25 and 26. The indemnified party shall be obligated to use commercially reasonable efforts to mitigate the amount of any Losses for which it is entitled to seek indemnification hereunder, and the indemnifying party shall not be required to make any payment to the indemnified party in respect of such Losses to the extent such failure to mitigate contributed to the Loss. Any liability for indemnification under Sections 25 and 26 shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

28. Termination.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(i) By either party, if the DOJ provides written notice to either party that the DOJ will not approve any or all of the transactions contemplated by this Agreement (including the Transition Services Agreement) and such party seeking to terminate has participated in the negotiations required by Section 20 (third paragraph) with respect to such objection;

(ii) By either party if any court of competent jurisdiction or a governmental authority shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement (including the Transition Services Agreement) and such order, decree, ruling or other action shall have become final and nonappealable;

(iii) By either party (provided that such party has not committed a material breach of its covenants, agreements, representations or warranties that has caused any condition to Closing to not be satisfied) if the Closing shall not have occurred by 11:59:59 p.m. five (5) days after the later of the date the DOJ Consent has been obtained or the FCC Final Order has been obtained; or

(iv) By mutual written agreement.

(b) In the event of termination of this Agreement prior to Closing by any party, except as otherwise provided in the following sentence of this Section 28, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party (except for any liability of any party then in breach of its covenants, agreements, representations or warranties hereunder). The provisions of this Section 28 and Sections 1, 29, 30, 32 and 33 shall expressly survive the termination of this Agreement.

29. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any of the conflict of law rules thereof.

30. Counterparts.

This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

31. Additional Instruments.

From time to time after the Closing Date, each party shall, and shall cause its Affiliates to, if reasonably requested by another party, make, execute and deliver such additional assignments and other instruments, as may be reasonably necessary or proper to effectuate the intent of the transactions contemplated hereby. Such efforts and assistance shall be at the cost of the requesting party.

32. Notices.

All notices required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile, delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date sent via facsimile with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:

Alltel Communications, Inc.

One Allied Drive

Little Rock, AR 72202

Telephone: (501) 905-8000

Facsimile: (501) 905-0962

Attention: General Counsel, Executive Vice President and Secretary

If to Purchaser:

Ann Newhall, EVP & COO

Rural Cellular Corporation

3905 Dakota Street, SW

Alexandria, MN 56308

Telephone: (320) 762-2000

Facsimile: (320) 808-2181

With a Copy to:

Rural Cellular Corporation

302 Mountain View Drive, Suite 200

Colchester, VT 05446

Attn.: Elizabeth Kohler, Vice President, Legal Services

Telephone: (802) 654-5093

Facsimile: (802) 654-5050

E-mail address: BethLK@unicel.com

with a copy to (which shall not constitute notice):

Moss & Barnett, A Professional Association

4800 Wells Fargo Center

90 South Seventh Street

Minneapolis, MN 55402-4129

Attn: Richard J. Kelber, Esq.

Telephone: (612) 877-5380

Facsimile:(802) 877-5999

E-mail address: kelberj@moss-barnett.com

33. ***

34. **Miscellaneous.**

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

(a) Compliance with Governing Regulatory Documents.

Notwithstanding anything contained herein to the contrary, neither Seller nor Purchaser shall be required to take any action (or omit to take any action) that would be in contravention of the Governing Regulatory Documents, and no party shall be liable for any action taken (or omission to take any action) that is necessary in order to comply with the Governing Regulatory Documents. In the event that the terms of this Agreement are in conflict with the Governing Regulatory Documents, the parties agree to negotiate in good faith to amend the terms hereof in order to effectuate the purposes of this Agreement in accordance with the terms of the Governing Regulatory Documents.

(b) Amendment.

This Agreement may be amended by a writing signed by both parties. To the extent that any provision herein is deemed to be unenforceable or contrary to applicable law (including any order, decree or judgment imposed by any governmental authority to which any party hereto is subject), the parties shall amend the terms hereof to the extent required by such law (or order, decree or judgment).

(c) Expenses.

Except as set forth in Sections 10 and 34(f) and except as may otherwise be agreed in other writing by the parties, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

(d) Third Parties.

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns and, in the case of Sections 25 and 26, the Purchaser Indemnitees and the Seller Indemnitees, and they shall not be construed as conferring any rights or remedies on any other Persons.

(e) Specific Performance.

The parties acknowledge that their obligations hereunder are unique and that, prior to Closing, remedies at law, including monetary damages, will be inadequate in the event either party should default in the performance of its obligations under this Agreement. Accordingly, in the event of any such breach prior to Closing, the non-defaulting party shall be entitled to a decree of specific performance pursuant to which the defaulting party is ordered to affirmatively carry out its pre-closing obligations under this Agreement. The foregoing shall not be deemed to be or construed as a waiver or election of remedies by either party, both of whom expressly reserve any and all rights and remedies available to it at law or in equity in the event of any breach or default by the other party under this Agreement prior to Closing.

(f) Transfer Taxes.

Seller, on the one hand, and Purchaser, on the other hand, shall bear equally the expense of all use, sales, transfer and other similar transaction taxes, if any, imposed solely and directly by reason of the transactions contemplated by this Agreement.

(g) Assignment.

Except as otherwise provided in this Agreement, neither party hereto may assign this Agreement without the prior written consent of the other party hereto; provided that the Purchaser may, without the consent of the Seller, assign this Agreement, or any of its rights, interests and obligations, to any Affiliate of Purchaser prior to Closing; and provided further that each of Seller and Purchaser may, without the consent of the other party, assign this Agreement, or any of their respective rights, interests and obligations hereunder, to any Affiliate thereof after the Closing, but none of the assignments described in this section shall relieve the assignor of its obligations hereunder. Any such purported assignment in violation of the provisions of this section shall be null, void and of no legal effect whatsoever. This Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) Dispute Resolution.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

If a dispute arises between the parties with respect to the terms and conditions of this Agreement (other than pursuant to Section 3(d)), or a party's performance of its obligations hereunder (a "Dispute"), the parties agree to use and follow this dispute resolution procedure prior to initiating any judicial action:

(i) Claims Procedure

If a party shall have a Dispute, such party shall provide written notice to the other party in accordance with the provisions of Section 32 of this Agreement, in the form of a claim identifying the nature of the Dispute in sufficient detail to describe the basis for the claim (a "Dispute Notice"). Upon receipt of the Dispute Notice, the other party shall have five (5) business days to provide a written response to the Dispute Notice (the "Response"). The party providing the Dispute Notice shall have an additional five (5) business days following its receipt of the Response, to accept the proposed resolution or to request implementation of the procedure set forth in subsection (ii) below (the "Escalation Procedure"). Failure to comply with the time limitations set forth in this subsection may result in the implementation of the Escalation Procedures.

(ii) Escalation Procedure

At the written request of a party involved in the Dispute and in compliance with the above paragraph, each party shall appoint a knowledgeable, responsible representative to negotiate in good faith to resolve such Dispute. The parties intend that these negotiations be conducted by experienced representatives of senior management empowered to decide the issues and who are knowledgeable regarding matters pertaining to the business segment (e.g., operations, finance, etc.) impacted by the Dispute. The business representatives will attempt to resolve the Dispute within five (5) business days of receiving the written request. If the Dispute cannot be resolved within that time period, then the parties may resort to judicial action or other remedies.

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***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

ALLTEL COMMUNICATIONS, INC.

By: /s/ Richard N. Massey

Name: Richard N. Massey

Title: Executive Vice President

RURAL CELLULAR CORPORATION

By: /s/ Richard Ekstrand

Name: Richard Ekstrand

Title: President / CEO

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

RESTATED AND AMENDED
MASTER PURCHASE AGREEMENT

THIS RESTATED AND AMENDED MASTER PURCHASE AGREEMENT (this “Agreement”), effective as of November 15, 2006, is entered into by and between Ericsson Inc., a Delaware corporation (“Ericsson”), and Rural Cellular Corporation, a Minnesota corporation, having a place of business at 3905 Dakota Street, Alexandria, MN 56308 (“Customer”).

WHEREAS, Ericsson has supplied Customer with a wireless network products and services and various hosted service applications under a Master Purchase Agreement, dated March 14, 2002 (“March 14th MPA”) and Customer would like to continue to purchase such products and services from Ericsson under new terms and conditions set forth in this Agreement with respect to the wireless network products and services and with respect to the hosted services in a new hosted services agreement executed contemporaneously with this Agreement (the “Hosted Services Agreement”); and

WHEREAS, Customer and Ericsson have agreed that the business structure established pursuant to this Agreement will achieve the objectives contemplated by the parties in establishing a new flexible framework governing the standard terms and conditions upon which Ericsson will provide to Customer, and Customer will purchase from Ericsson, those certain specified wireless network products and services pursuant to this Agreement and the hosted services pursuant to the Hosted Services Agreement;

NOW, THEREFORE, Ericsson and Customer hereby agree as follows:

1. Scope of Agreement. This Agreement establishes the standard terms and conditions that will apply to network products and services provided by Ericsson to Customer as mutually agreed upon from time to time by Ericsson and Customer in accordance with a written purchase order issued by Customer and accepted by Ericsson (a “Purchase Order”) pursuant to the provisions of this Agreement.

2. Term. The term of this Agreement shall commence upon Customer’s fulfillment of its commitment to purchase \$*** of Eligible Products from Ericsson as provided in Section 27 of the March 14th MPA (the “Effective Date”). The parties agree to document the Effective Date by executing a confirming memorandum in substantially the form attached hereto as Schedule 1. This Agreement shall remain in effect until it is otherwise terminated in accordance with the terms of this Agreement or it expires at the end of a four-year period that commences on the Effective Date (such four-year period hereinafter referred to as the “4-Year Period”). This Agreement will automatically extend for successive one (1) year periods unless either party provides to the other party a written notice of termination no less than sixty (60) days prior to the expiration of the then existing term. Notwithstanding the expiration or termination of this Agreement for any reason, each Purchase Order issued by Customer and accepted by Ericsson prior to the date of such expiration or termination will remain in full force and effect in accordance with the provisions thereof, including each of the provisions of this Agreement incorporated by reference into such Purchase Order.

3. Purchase Order. From time to time during the term of this Agreement, Customer will issue a purchase order to Ericsson for the purchase of the products and services hereunder. Such purchase order will include at least the following information: (a) reference to this Agreement, (b) Customer's purchase order number, (c) description of the products and services to be purchased by Customer from Ericsson, (d) applicable prices, (e) location to which the products are to be shipped, (f) requested delivery date, and (g) location to which invoice(s) will be rendered for

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

RCC and Ericsson Confidential & Proprietary
Restated and Amended Master Purchase Agreement

payment. Upon receipt of such purchase order, Ericsson shall within ten (10) days of receipt of the purchase order notify Customer in writing of Ericsson's acceptance or rejection (together with a reasonable explanation for any such rejection) of such purchase order; provided that Ericsson will use its good faith efforts to accept each such purchase order issued by Customer.

4. Net Pricing.

(a) Background. As provided in Section 29 of the March 14th MPA, Ericsson granted Customer (i) a discount of ***% on the Eligible Products, and (ii) a trailing credit of *** % of the Eligible Products, until Customer purchased certain committed amount of the Eligible Products, at which time the following discounts and credits would then apply:

Table 1

Millions of Dollars	Discounts	Credits	Total
\$1 to \$***	***%	***%	***%
\$*** to \$***	***%	***%	***%
\$*** and up	***%	***%	***%

Customer has now purchased the committed amount of the Eligible Products and believes that the discounts and credits in Table 1 above may not be economically feasible for Customer. In the interest of its strategic relationship with Customer, Ericsson hereby agrees to provide Customer with the discount and credit structure set forth herein, which Customer hereby acknowledges is more favorable than the discounts and credits set forth in Table 1 above.

(b) Net Pricing of Existing Products and Services. During the term of this Agreement, Customer may purchase from Ericsson, and Ericsson may provide to Customer, the products and services listed in Exhibit A hereto, at the applicable net prices set forth in Exhibit A hereto (net of any discounts), which net prices reflect the application of the following discounts:

Software

Discount Percentage for BSC Software Products	Discount Percentage for MSC and OSS Software Products
***%	***%

Hardware

Discount Percentage for Hardware Products	Discount Percentage for TRU Products
***	***%

Services not listed on Exhibit A or otherwise referenced in this Agreement will not be eligible for discounts and the parties shall negotiate in good faith and mutually agree in writing on the price for such services on a case-by-case basis.

If Customer can demonstrate (by reference to an invoice previously issued by Ericsson and paid by Customer) that Customer has purchased from Ericsson a product or service at a gross price (before application of any discounts or credits) that is lower than the gross price used to establish the net price in Exhibit A, then Ericsson shall sell such product or service to Customer at a net price calculated using the lower gross price.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

RCC and Ericsson Confidential & Proprietary
Restated and Amended Master Purchase Agreement

(d) Net Pricing of New Products and Services. The parties shall negotiate in good faith and mutually agree in writing on the net price of any new product or service that does not appear on Exhibit A or that Customer has not previously purchased from Ericsson. Ericsson hereby agrees and represents that such net price will be equal to or lower than (i) Ericsson's Internal Reference Price, as described below, net of the applicable discount set forth in Section 4(b) above, and (ii) the price generally offered by Ericsson to Cingular Wireless's roaming partners in the United States. As used herein, "Ericsson's Internal Reference Price," with respect to a product or service, is the price which is (a) set by Ericsson's affiliate responsible for the management of such product or service, based on factors, such as market input, the product's or service's original business case, targets for profitability, and third party items, and (b) published by such Ericsson affiliate and suggested as the price to be offered by Ericsson to its customers for such product or service.

5. Price Credits. In addition to the Net Pricing described in Section 4, Ericsson shall provide RCC with the following credits:

- (a) *** Purchase Incentive Credit. Ericsson will issue to Customer a purchase incentive credit equal to the sum of \$***, as follows:
- (1) \$*** credit upon execution of this Agreement.
 - (2) \$*** credit when Customer's purchase of Ericsson products and services during the 4-Year Period reaches a total of \$*** (net of any and all discounts).
 - (3) \$*** credit when Customer's purchase of Ericsson products and services during the 4-Year Period reaches a total of \$*** (net of any and all discounts).
- (4) \$*** credit when Customer's purchase of Ericsson products and services during the 4-Year Period reaches a total of \$*** (net of any and all discounts).

Upon receipt of any such credit, Customer must use such credit within twelve (12) months after its issuance and may use such credit only against current accounts receivable or against future purchases of products and services from Ericsson pursuant to either this Agreement or the Hosted Services Agreement.

As used in this Section 5(a), a "purchase" takes place upon the occurrence of both (i) Ericsson's acceptance of a purchase order issued by customer for product or service pursuant to this Agreement or the Hosted Services Agreement, and (i) Ericsson's issuance of an invoice for such product or service.

- (b) *** Network Credit. Ericsson will issue to Customer a network credit equal to the sum of \$***, as follows:

- On February 16, 2008 (or such earlier date as Customer may elect by providing a written notice to Ericsson of its intent to take the credit early but in not event earlier than July 1, 2007), Ericsson will issue to Customer a credit of \$***, as long as Customer is not then in breach of any of the material terms and conditions of this Agreement. Upon receipt of such credit of \$***, Customer must use such credit during the 4-Year Period and may only be used by Customer against current accounts receivable or against future purchases of products and services
- (1) \$***, as long as Customer is not then in breach of any of the material terms and conditions of this Agreement. Upon receipt of such credit of \$***, Customer must use such credit during the 4-Year Period and may only be used by Customer against current accounts receivable or against future purchases of products and services

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from Ericsson. This credit of \$*** shall survive the early termination of this Agreement if this Agreement is terminated for any reason prior to the expiration of the 4-Year Period.

- (2) From time to time prior to February 15, 2008, Customer may purchase from Ericsson CDMA equipment, software, and related services. With respect to each such purchase, Ericsson will issue to Customer (i) an invoice for the applicable price (net all discounts and credits), and (ii) a credit memorandum for such applicable price; provided that the sum of all such credits will not exceed \$***.

- (3) From time to time prior to February 15, 2008, Customer may purchase from Ericsson the services to implement and test the integration of Ericsson's Mail-2-go, MMS and SMS solutions to Customer's new CDMA core network. With respect to each such purchase, Ericsson will issue to Customer (i) an invoice for the applicable price (net all discounts and credits), and (ii) a credit memorandum for such applicable price; provided that the sum of all such credits will not exceed \$***.

- (c) \$*** GSM/WCDMA Overlay Credit. Ericsson will issue to Customer a GSM overlay credit equal to the sum of \$***, as follows:

- (1) In the event that during the period commencing on January 1, 2008 and ending on the expiration of the 4-Year Period, Customer purchases from Ericsson the GSM and/or WCDMA equipment, software and services to overlay Customer's *** CDMA market, Ericsson will issue to Customer (i) an invoice for the applicable price (net all discounts and credits), and (ii) a credit memorandum for such applicable price; provided that the sum of all such credits will not exceed \$***.

- (2) In the event that Customer purchases from Ericsson the new Mobile Softswitch equipment, software and related services during the 4-Year Period, Ericsson will issue to Customer (i) an invoice for the applicable price (net all discounts and credits), and (ii) a credit memorandum for such applicable price; provided that the sum of all such credits will not exceed \$***.

6. BSC Pricing Structure. Ericsson hereby agrees to provide Customer with a "hybrid pay-as-you-grow" BSC pricing structure, as follows:

- (a) New BSCs. With respect to each BSC to be purchased by Customer from Ericsson after the Effective Date, Customer will pay to Ericsson the applicable purchase price of all hardware, the fees for the services, and the license fee for a minimum of *** TRU software licenses with the initial purchase order.

- (b) New BSC Expansion. With respect to each BSC expansion to be purchased by Customer from Ericsson after the Effective Date, Customer will pay to Ericsson the applicable purchase price of all hardware, the fees for the services with the expansion order, and the license fee for such TRU software licenses as deemed necessary by Customer with the initial purchase order.

If there is any TRU capacity remaining in the BSC or BSC expansion (beyond the number of TRUs for which the software licenses are paid by Customer in its initial or expansion order), Ericsson and Customer hereby agree as follows:

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- (1) Prior to the end of each calendar quarter, Ericsson will audit such BSC and BSC expansion and will notify Customer in a written quote of the TRU capacity which was used by RCC in that calendar quarter and for which Customer has not then already paid the license fee to Ericsson.

Within ten (10) days following Customer's receipt of the written notification provided by Ericsson in accordance with subsection (1) above, Customer will issue a purchase order to Ericsson for purchase of the software license for such TRU capacity.

- (3) Upon receipt of such purchase order, Ericsson will issue an invoice to Customer for the applicable license fee for such the software license for such TRU capacity.

For avoidance of doubt, software licenses are not transferable; provided that relocation of the hardware (of which the software is an integral component) by Customer will not constitute a transfer of the software.

7. System Support and Hardware Support. Customer may purchase from Ericsson the system support described in Section 1 of Exhibit D hereto ("System Support") and the hardware repair and return services described in Section 2 of Exhibit D hereto ("Hardware Support"), at the applicable annual service fees set forth in Exhibit A hereto or the other applicable fees and charges set forth in Sections 4(b) and 4(c) of Exhibit D hereto. Customer may purchase Hardware Support from Ericsson on an ad hoc basis, at the applicable service fees set forth in Exhibit A hereto. Ericsson will provide System Support to Customer for its NW TDMA network for a period of *** commencing upon the Effective Date at no additional charge. Unless otherwise mutually agreed in writing by the parties, System Support and Hardware Support for the CDMA network elements will cease on ***.

8. Software Releases.

- (a) Software Upgrades. Upon execution of this Agreement, Ericsson will issue a credit of \$*** to Customer. Upon receipt of such credit, Customer must use such credit within twelve (12) months after its issuance and may use such credit against current accounts receivable or against Customer's future purchases of products and services from Ericsson pursuant to this Agreement or the Hosted Services Agreement. With respect to the features for which Customer has already paid the applicable license fees as of the Effective Date, which features are listed in Exhibit E hereto, Ericsson hereby waives the R12 basic upgrade fees (software only) for the remaining nodes in the network. If Customer can show that it paid the applicable license fee for a feature prior to the Effective Date but that feature is not on Exhibit E, then Ericsson shall waive the R12 basic upgrade fee relating to that feature.

- (b) BSC Capacity (512 vs. 1024). Ericsson hereby waives all future license charges for the premium feature INF 902 1817/1 (Support for 1024 cells in BSC).

- (c) Software Support and Maintenance. As a part of System Support purchased by Customer, Ericsson will provide Customer with the Software Updates and Software Upgrades from time to time as they become generally available at no additional charge. As used herein, (i) "Software Update" means a software release that contains correction of errors found in the then current in-service release of the software, and (ii) "Software Upgrade" means a software release that contains (x) new basic features, (y) fixes of and/or enhancements to the basic and premium/optional features (in the then current in-service release of the software) for which Customer has then already paid the applicable

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license fees to Ericsson (for example, new enhancements or functionality to the XYZ feature would be included in System Support because Customer has paid for the applicable license fees for that feature in a previous software release). For avoidance of doubt, the following will not be included as a part of the System Support and will be subject to mutually agreed additional charges:

- (1) New or additional hardware that may be required for the Software Updates or Software Upgrades.

Premium features and associated functionality included in a new software release (whether it is a Software Update or Software Upgrade) for which Customer has not paid the applicable license fee to Ericsson, including without

- (2) limitation (i) new features or development or software functionality required to comply with a federal, state or local government mandates enacted after the date of this Agreement, or (ii) new feature development as a result of revisions to the standards (such as CAMEL Phase 1 and CAMEL Phase 2).

- (3) Deployment and implementation of Software Updates or Software Upgrades.

9. SCC Charges and Peak Issues.

Prior to the end of each calendar quarter, Ericsson will audit the average SCC usage of each Ericsson MSC by Customer in its network in such calendar quarter and will notify Customer in writing of such average SCC usage for which Customer has not then paid the license fee to Ericsson. Within five (5) days following Customer's receipt of such written notification,

- (a) Customer will issue a purchase order to Ericsson for the purchase of such average SCC usage. Upon receipt of such purchase order, Ericsson will issue an invoice to Customer for the incremental license fee for such average SCC usage to the extent that Customer has not then already paid the license fee for such SCC usage. The parties agree that the average SCC usage will be calculated in accordance with Exhibit C hereto.

Ericsson will maintain each Ericsson MSC at the maximum capacity of *** SCCs at no cost to Customer, so that such Ericsson MSC may still carry the traffic up to the maximum capacity of *** SCCs even when the volume of such traffic exceeds the SCC usage for which Customer has then already paid the license fee to Ericsson; provided that Customer will remain obligated to pay to Ericsson the license fee for the average SCC usage as provided in Section 9(a) above.

- (b)

TDMA Transit Calls. For a period of nine (9) months commencing on the Effective Date on each Ericsson GSM MSC, RCC will be allowed to route TDMA traffic to the Ericsson GSM MSCs without increasing the SCC charges; provided that the following process is followed by Customer on each GSM MSC:

10.

- (a) At least seven (7) days prior to the transition, Customer will notify Ericsson of which TDMA MSC's traffic will be transitioned to the Ericsson GSM MSC.
- (b) Ericsson will measure the Ericsson GSM MSC SCC level prior to the transition (Before Measurement).

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- (c) Customer will transition TDMA traffic to the Ericsson GSM MSC and will advise Ericsson when the transition is complete.
- (d) Ericsson will measure the SCC level no less than 7 days and no later than 14 days after the TDMA transition (After Measurement).
- (e) The measured SCC increase (After Measurement - Before Measurement) will be deducted from the quarterly SCC invoices for the 9-month period after the transition.

11. 2Q05 Catch-Up. Upon execution of this Agreement, Customer will issue to Ericsson a purchase order for the 2Q05 basic and premium software quotes in the net amount of \$***. Upon receipt of such purchase order, Ericsson will issue to Customer an invoice for such 2Q05 basic and premium software quotes in the net amount of \$***. Customer may use part of the \$*** credit (granted by Ericsson under Section 5(a)(1) above) or the \$*** credit (granted by Ericsson under Section 8(a)).

12. CDMA Last-Time-Buy. Upon receipt of a written notification from Ericsson of the availability of the CDMA equipment listed in Exhibit B hereto, Customer will purchase from Ericsson and take delivery (and title) of such CDMA equipment in accordance with the process set forth in Subsection 5 (b)(2).

13. Decommissioning of CDMA Equipment. No later than ***, Customer will, at its expense, (i) deinstall all Ericsson CDMA equipment and software then already purchased by Customer from Ericsson prior to, on or subsequent to the Effective Date (all such Ericsson CDMA equipment and software collectively referred to as the "Purchased CDMA Equipment"), (ii) collect and deliver the Purchased CDMA Equipment to a warehouse at Customer's Alexandria, MN location (the "Central Location"), (iii) inventory the Purchased CDMA Equipment, and (iv) make the Purchased CDMA Equipment available for Ericsson's inspection, pickup and transport, subject to the following:

- (a) Customer will retain the title and risk of loss or damage to the Purchased CDMA Equipment until Ericsson takes possession of the Purchased CDMA Equipment at the Central Location, at which point the title and risk of loss or damage to the Purchase CDMA Equipment will pass to Ericsson;
- (b) Except as provided in Section 13(a) above, Customer will return all the Purchased CDMA Equipment to Ericsson in an "as is" condition;
- (c) Customer shall have no responsibility to box, crate or otherwise pack the CDMA Purchased Equipment for shipment from the Central Location to Ericsson; and
- (d) At least ninety (90) days prior to Customer's deinstallation of the Purchased CDMA Equipment, Customer will notify Ericsson in writing of such deinstallation, so that Ericsson may take the inventory of the Purchased CDMA Equipment.

14. Conflicts. In the event of any express conflict or inconsistency between the provisions of this Agreement and the provisions of any Purchase Order, the provisions of this Agreement will control.

15. Products. With respect to each product provided by Ericsson to Customer hereunder (the “Product”), Ericsson will deliver the Product to Customer, F.O.B., Customer’s facilities (or such other facilities contracted by Customer), no later than the date mutually agreed in writing by the parties.

Title and risk of loss or damage to the Product will pass to Customer upon Ericsson’s delivery to Customer.

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16. Software. With respect to the software components of the Product (the “Software”), Ericsson hereby grants to Customer, and Customer hereby accepts from Ericsson, a non-exclusive and non-transferable license to use the object code of the Software solely as an integral part of and for the operation of the Product in which the Software is originally embedded and for no other purposes, subject to the following use provisions:

- (a) The Software and related documentation (including all copies thereof) shall remain Ericsson’s exclusive property.
- (b) Customer may not reverse engineer, decompile or otherwise derive the source code from the object code of the Software.
- (c) Customer may not merge the Software with other software computer program materials to form a derivative work or otherwise modify or alter the Software in any manner whatsoever.
- (d) Customer may make only one copy of the Software solely for backup purpose.
- (e) Customer may make copies of the Software-related documentation solely for internal purposes.

The provisions of this Section 16 will survive the expiration or termination of this Agreement for any reason.

17. Taxes. Customer will be responsible for, and will pay or reimburse Ericsson for, any sales, use, excise or other taxes, however designated or levied based upon this Agreement, on any amounts payable to Ericsson hereunder, or any services, systems, materials or goods provided to Customer hereunder or their use. Each party will be responsible for rendering its own property for taxation and for paying any property taxes assessed against such property. Each party will also be responsible for income taxes or franchise taxes based on their respective income or net worth.

18. Invoicing and Payment. Unless otherwise mutually agreed in writing by the parties, Ericsson will invoice Customer for the applicable prices, charges and fees for the products and services according to the following schedule:

- (a) Invoices for the equipment, software and related services associated with the Initial Build Out of a particular market will be issued for (i) ***% of the purchase order value at receipt of the purchase order, (ii) ***% at delivery, and (iii) ***% at Acceptance (as defined in Section 30 hereof).
- (b) All other equipment, software and related services will be invoiced 100% at delivery or performance (except for System Support or Hardware Support, for which invoices for annual support fees will be issued at the beginning of each annual period for such services).

Each such invoice will be due and payable to Ericsson within thirty (30) days from the date of the invoice. Any sum due to Ericsson hereunder that is not paid when due will bear interest thereafter until paid at a rate equal to the lesser of ***% per month or the maximum rate allowed by applicable law.

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As used herein, "Initial Build Out" of a market means all equipment and services provided by Ericsson for the initial launch of Customer's network in such market.

19. Warranty. Ericsson warrants and agrees that it will perform the services hereunder in a good and workmanlike manner. The foregoing warranty is for a warranty period of *** months following the date of performance. In addition, Ericsson warrants that (i) Ericsson has all right, title and ownership interests and/or licenses necessary to perform its obligations under this Agreement, and (ii) the products sold by Ericsson hereunder will be free and clear of any and all liens, encumbrances or security interests of any third party. With respect to each product provided by Ericsson hereunder that is manufactured by Ericsson, Ericsson warrants that during the Warranty Period (as defined below), such product will perform in substantial accordance with the applicable specifications. With respect to each product provided by Ericsson hereunder that is not manufactured by Ericsson, Ericsson will assign any and all warranties with respect to such product if and to the extent allowed by the manufacturer or supplier of such product. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THERE ARE NO, AND ERICSSON HEREBY DISCLAIMS ALL, OTHER WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED TO CUSTOMER HEREUNDER, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

As used in this Section 19, "Warranty Period" means a *** period that commences upon (i) Ericsson's delivery of the product (if Ericsson does not install such product), or (ii) Acceptance of the product (if Ericsson installs such product).

20. Rights in Work Products. Each party's rights in and to the work products to be developed and provided by Ericsson under this Agreement are set forth herein. Unless otherwise set forth herein, Ericsson will have exclusive ownership of such work products, and Customer will have a non-exclusive, non-transferable license to use such work products as contemplated herein.

21. Confidentiality. Each party agrees that all confidential documents, work product and information (including all computer code and related materials) received or otherwise obtained from the other party pursuant to this Agreement, whether before or after the Effective Date, will be, and will be deemed to have been, received in confidence and will be used only for the purpose of carrying out the obligations of, or as otherwise contemplated by, this Agreement. Without the other party's prior written consent, neither party may disclose any such information to any third party, and each party will disclose such information only to such of its officers, employees and agents that have a need to know such information for the purposes contemplated hereby. However, the provisions of this Section will not apply to any such information that (i) is or becomes generally available to the public without the fault or negligence of either party, (ii) is already in the possession of the receiving party without being subject to another confidentiality obligation, (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided that such source is not bound by a confidentiality obligation of the disclosing party, (iv) is required to be disclosed pursuant to an arbitration proceeding conducted in accordance with this Agreement, or (v) is required to be disclosed pursuant to a requirement of any governmental authority or any statute, rule or regulation; provided that the party required to disclose such information of the other party provide to the other party notice of such requirement of any such disclosure and cooperates with the other party to prevent or restrict any such disclosure to the extent allowed by applicable law.

22. Limitation of Liability. Except for Ericsson's liability under any indemnity provision in this Agreement, (i) any liability of Ericsson arising from or relating to this Agreement, whether based on contract, warranty, equity, indemnity, tort (including Ericsson's negligence), intended conduct, strict liability, or otherwise will be limited to Customer's actual, direct damages, and (ii) the amount of damages recoverable against Ericsson for all events, acts or omissions shall not exceed, in the aggregate, the

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greater of *** dollars (\$***) or the prices or fees then already paid by Customer to Ericsson under the applicable purchase order for the products or services that give rise to such liability. In no event shall either party be liable for any special, incidental, indirect or consequential damages in connection with this Agreement, whether based on action or claim in contract, warranty, equity, tort (including negligence), intended conduct, strict liability or otherwise, even if such damages are foreseeable.

23. Indemnification. Ericsson will indemnify Customer against, and will defend or settle at Ericsson's own expense, any action or other proceeding brought against Customer to the extent that it is based on a claim that the use of the Software infringes any third party copyright. Ericsson will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Customer becomes obligated to pay in any such action or proceeding attributable to any such claim. Ericsson will have no obligation under this Section as to any action, proceeding, or claim unless Ericsson is notified of it promptly and Ericsson has sole control of its defense and settlement, and Customer provides Ericsson with reasonable assistance in its defense and settlement. If Customer's use of the Software under the terms of this Agreement is, or in Ericsson's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified above, then Ericsson may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software under the terms of this Agreement; (ii) replace or modify such Software so that it is noninfringing and substantially equivalent in function to the enjoined Software; or (iii) if neither option above can be accomplished despite the reasonable efforts of Ericsson, then Ericsson may both: (A) terminate Customer's rights and Ericsson's obligations with respect to such product containing the Software; and (B) repurchase the applicable product and refund to Customer the purchase price of such product paid by Customer upon return of the product to Ericsson. The foregoing are Ericsson's sole and exclusive obligations with respect to any infringement or misappropriation of intellectual property rights. Ericsson will have no obligations under this Section with respect to infringement or misappropriation arising from any of the following circumstances: (i) modifications to the Software that were not authorized by Ericsson; (ii) use of the Software in combination with products not provided by Ericsson; or (iii) accident, misuse, or misapplication of the Software by Customer. If any such circumstances occur, Customer will indemnify and defend Ericsson against any third party claims arising from such circumstances.

24. Termination. Either party may terminate this Agreement upon thirty days' written notice to the other party if such party breaches in any material respect any of the terms of this Agreement (except for payment default) and such breach remains uncured at the end of the thirty day notice period. In the event that Customer defaults in the payment when due of any amount due to Ericsson hereunder and does not cure the default within ten (10) business days after being given written notice specifying the default, then Ericsson may, by giving written notice thereof to Customer at any time thereafter and before the default is cured, terminate this Agreement or any purchase order as of the date specified in the notice of termination.

25. Notice. Any notices pursuant to this Agreement shall be in writing and shall be sent to the parties at the following address or at such other addresses as shall be specified by the parties by like notice:

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If to Ericsson:

Ericsson Inc.
6300 Legacy Drive
Plano, Texas 75024
Attention: VP RCC KAM

If to Customer:

Rural Cellular Corporation
3905 Dakota Street
Alexandria, MN 56308
Attention: President

With a copy to:

Ericsson Inc.
6300 Legacy Drive
Plano, Texas 75024
Attention: Legal Department

With a copy to:

Rural Cellular Corporation
302 Mountain View Drive
Colchester, VT 05446
Attention: Legal Services Department

Such notices or other communications shall be deemed to have been duly given and received (i) on the day of sending if sent by personal delivery, cable, telegram, facsimile transmission or telex, (ii) on the next business day after the day of sending if sent by Federal Express or other similar express delivery service, or (iii) on the fifth calendar day after the day of sending if sent by registered or certified mail (return receipt requested).

26. Dispute Resolution. Any disputes arising under or relating to this Agreement shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be held in the City of New York, New York, or such other place as the parties may agree and shall include an award of attorneys' fees (and the amount of such fees) to the prevailing party. The arbitrators' award shall be final and binding, and judgment thereon may be entered in any court having jurisdiction over the party against which enforcement is sought; provided that any such award rendered by the arbitrators shall be strictly in conformance to and in accordance with the terms and conditions of this Agreement, including without limitation the limitation of liability provisions contained herein. Other than those matters involving injunctive relief as a remedy or any action necessary to enforce the award of the arbitrators, the parties agree that the provisions of this Section are a complete defense to any suit, action or other proceedings instituted in any court or before any administrative tribunal with respect to any dispute or controversy arising under or relating to this Agreement. Nothing in this Section shall prevent either party from exercising its rights to terminate this Agreement as specified herein. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

27. Media Releases. All media releases, public announcements and public disclosures by either party relating to this Agreement or the subject matter of this Agreement, including, without limitation, promotional or marketing material but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the party, will be coordinated with and subject to the final approval by both parties prior to release. If required by the rules or regulations of the Securities Exchange Commission (SEC), Customer shall file a copy of this Agreement with its required securities filings, redacted to be in the form attached hereto as Exhibit F. In the event that the SEC objects to the extent or substance of the redacted Agreement, Customer and Ericsson shall work together in good faith to revise the redacted Agreement to satisfy the SEC requirements.

28. Force Majeure. Each party will be excused from performance hereunder (except for payment obligation) for any period and to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by the other party or an unforeseeable act of God, natural disaster, war, civil disturbance, court order, labor dispute, third party non-performance, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including

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failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such non-performance will not be a default hereunder or a ground for termination hereof; provided however, the party whose performance is not affected by such force majeure may terminate the applicable purchase order without penalty upon written notice if the force majeure prevents the other party's performance for more than ninety (90) days.

29. Relationship. The relationship between Customer and Ericsson is that of independent contractor. This Agreement does not create any employer-employee, agency, joint venture, or partnership relationship between Customer and Ericsson. Ericsson shall exercise control over the means and manner of the performance of services pursuant to this Agreement. No employee, agent, or assistant of Ericsson, or other person participating on Ericsson's behalf, shall be considered an employee of Customer or entitled to any employment fringe benefits of Customer.

30. Miscellaneous. This Agreement shall be governed by the laws of the State of New York, other than the choice of law rules. Neither party may assign this Agreement without the other party's prior written consent; except that by providing the other party with a prior written notice thereof, either party may assign this Agreement to any corporation or partnership that controls, is controlled by, or is under common control with the assigning party or to any corporation that results from a merger or consolidation with the assigning party or that acquires substantially all of the assigning party's assets as a going concern, without the other party's consent. As used in the preceding sentence, "control" and its derivatives mean with respect to any entity the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the voting capital stock (or other ownership interest, if not a corporation) of such entity. The provisions of this Agreement shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. Expiration or termination of this Agreement for any reason shall not release either party from any liability or obligation set forth in this Agreement which (i) the parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following such expiration or termination. This Agreement, each Purchase Order, and all exhibits attached hereto or thereto, each of which is hereby incorporated herein or therein, as applicable, for all purposes, constitute, as of the Effective Date or the effective date of the applicable Purchase Order, as applicable, the entire agreement between Ericsson and Customer with respect to the subject matter hereof and thereof, and there are no understandings or agreements relative hereto or thereto that are not fully expressed herein or therein. Any other terms or conditions included in any quotes, acknowledgements, bills of lading, purchase orders, invoices or other forms utilized or exchanged by the parties hereto that are in addition to or in conflict with those set forth in this Agreement or the applicable Purchase Order will be of no force or effect and will not be incorporated herein or be binding unless specifically and expressly agreed to in writing by both parties. No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced. Each party, by executing this Agreement, represents and warrants that all necessary corporate or other authority to execute the Agreement has been obtained and that the person signing the Agreement is authorized to do so and thereby bind that party.

31. Acceptance. The following provisions apply with respect to the acceptance of the Products:

- (a) Acceptance Tests (the "Acceptance Tests") will be carried out in respect of the product that is installed by Ericsson, to verify that it will operate and perform in accordance with the relevant specifications provided by Ericsson (the "Specifications").
- (b) Ericsson will notify Customer when it determines that the product is ready for Acceptance Tests, such notice to be given no less than seventy-two (72) hours before commencement of the Acceptance Tests. Customer and Ericsson will jointly commence the Acceptance

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Tests on the date mutually agreed upon by both parties and specified in Ericsson's notice (or other determined date). Representatives of Ericsson and Customer will sign off on the form provided by Ericsson for the Acceptance Tests (the "Tests Results Form") as to whether each item of the test was passed or failed. If Customer does not have a representative attend the Acceptance Tests on the mutually scheduled date, Ericsson will proceed with those tests and immediately forward the Test Results Form to Customer. No later than five (5) days after the effective receipt (in accordance with Section 24 of the Agreement) by Customer of the Test Results Form, Customer will give Ericsson a written notice confirming that the product is accepted or refusing acceptance, in which case Customer's notice will state the particulars of the alleged deviation. If Customer fails to notify Ericsson during this period, Ericsson will, at its discretion but acting reasonably, determine whether or not the product is accepted and the product is deemed to have been accepted on the date upon which the Acceptance Tests were successfully completed.

(c) If the Acceptance Tests results indicate that the product does not fulfill the requirements of the Specifications, Ericsson will diligently correct these defects at no additional cost to Customer. Acceptance of the product will not be unreasonably refused because of minor deviations that do not prevent it from being put into operation, although this will not relieve Ericsson from its obligation to remedy the deviations without undue delay. As used in the previous sentence "minor deviation" means that both parties agree that the defect will not affect end users quality of service. Upon correction of the defects, the relevant Acceptance Tests will be repeated on the relevant product in accordance with the procedures set out in this Article. Upon successful completion of the Acceptance Tests, the product will be deemed accepted by Customer and Acceptance will be deemed to have taken place as of that completion.

(d) If the date the Acceptance Tests are successfully completed is delayed as the result of the failure of Customer to fulfill its obligations under this Agreement, Acceptance will be deemed to have occurred on the date it would reasonably have taken place if Customer had fulfilled those obligations.

(e) Acceptance of the product may involve testing the product itself and interfaces (standard or agreed) to equipment not supplied by Ericsson under this Agreement. For this reason, tests of all products not supplied by Ericsson must be completed by Customer prior to commencement of Acceptance Tests and in the event that tests of applicable external products are incomplete, Customer will allow Ericsson to exclude affected tests, and the Test Results Form will indicate that test has been excluded. In the event the product passes the other relevant tests, it will be deemed accepted. Ericsson will help co-ordinate integration testing with products not supplied by Ericsson and may require the participation of the suppliers of such products in the testing process.

(f) If Customer commences use of the product, other than for the express purpose of training or testing as agreed between Ericsson and Customer in writing prior to Acceptance, it will be deemed accepted by Customer.

32. Preferred Supplier. During the term of this Agreement, Ericsson shall be the preferred supplier of GSM equipment (excluding mobile soft switches that may be used to support GSM) and software purchased by Customer. For purposes of this paragraph, "preferred supplier" means that during the term of this Agreement, Customer shall purchase GSM equipment and software from Ericsson, provided that Ericsson's rates, terms and conditions (including without limitation the related support) are competitive with the rates, terms and conditions (including without limitation the related support) offered by third parties for substantially similar GSM equipment and software.

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33. Other Agreements. This Agreement supersedes the March 14th MPA. Accordingly, upon execution of this Agreement, the March 14th MPA (including without limitation Section 34 of the March 14th MPA) will terminate and will have no further force or effect, except as follows:

- (a) Hosted Services Agreement. As soon as practicable, Ericsson and RCC will work together in good faith to enter into the Hosted Services Agreement, which will supersede (i) the Statement of Work - Managed Content Services, effective as of January 19, 2005, as amended, (ii) MMS Shared Hosted Managed Service Statement of Work dated December 17, 2004, as amended, (iii) the Hosted Mobile Mail Service Statement of Work, dated March 7, 2005; (iv) the Hosted Managed Services Statement of Work, effective as of August 12, 2005, , and (v) Schedule No. 1 for SMS Hosted Managed Service, effective as of August 12, 2005, all between the parties. Prior to the parties' execution of the Hosted Services Agreement, the documents referenced in the foregoing clauses (i)-(v) will remain in full force and effect in accordance with their respective terms and conditions.

IN WITNESS WHEREOF, the parties to this Agreement have caused their authorized representatives to execute this Agreement as of the Effective Date.

ERICSSON INC.

RURAL CELLULAR CORPORATION

By: Gowton Achibar

By: Ann Newhall

Name: Gowton Achibar

Name: Ann Newhall

Title: General Manager

Title: Executive Vice President and COO

[signed November 22, 2006]

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SCHEDULE 1

FORM OF CONFIRMING MEMORANDUM

This memorandum confirms the mutually agreement and understanding between Ericsson Inc. and Rural Cellular Corporation that _____, 2006 shall be the Effective Date of the Restated and Amended Master Purchase Agreement, effective as of September __, 2006, between the parties.

Date: _____, 2006

ERICSSON INC.

RURAL CELLULAR CORPORATION

By:

By:

Name:

Name:

Title:

Title:

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EXHIBIT A**NET PRICE LIST**1. GSM OSS Software

Ericsson Part #	Description	NET Price	Parameter
Basic Software			
INF 901 2351/U1	Centralized Operations Support SS+BSS; FM Complete (RC-3 BASIC) - Comprised of the following software features:	\$***	per TRU
	Cellular Network Activity Manager (CNAM)		
	Database (DB)		
	X-Terminal Solution (XTERM)		
	TMOS Security Services (TSS)		
	TMOS Basic Service (TBS)		
	Geographical and logical Network Information Presentation (GNIP)		
	Standard Map (SMP)		
	OMC Flashboard (OMCFB)		
	Database Services (TDS)		
	OSS Client Solution (OCS)		
	Command Handler (CHA)		
	File Transfer and Management (FHA)		
	Element Management Accessories (EMA)		
	Basic Network Surveillance Interface Manager (BNSI-M)		
	Basic Network Surveillance Interface Agent (BNSI-A)		
	Fault Management Viewer (FMV)		
	Recovery and Diagnostic Tools (RDT)		
	CORBA Alarm IRP manager (CIRPM)		
	SNMP Manager (SNMPM)		
	Text Alarm Toolkit, Runtime (TXTR)		
	Basic OSS Administration (BOA)		
	Command Handling, Winfiol (WFIOL)		
	External Access Module (EAM)		
	Fault Management Basic (FMB)		

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Ericsson Part #	Description	NET Price	Parameter
Premium Feature Package (comprised of the following software features, each of which software features may be licensed to Customer individually at the applicable net price set forth below)		***	per TRU
INF 202 1325/NC1	BTS Configuration Management (BCM) SS+BSS	***	per TRU
INF 202 1328/NC1	Measurement Result Recording (MRR) SS+BSS	***	per TRU
INF 202 1338/NC1	Network Statistics Analyzer (NWS-A) SS+BSS	***	per TRU
INF 202 1342/NC1	Performance Statistical Alarms (PSA) SS+BSS	***	per TRU
INF 202 1318/NC1	Radio Network Recording (RNR) SS+BSS	***	per TRU
INF 202 1340/NC1	Statistical Gateway (SGw) SS+BSS	***	per TRU
INF 202 1051/NU	Report Generator, Business Objects	***	per TRU
INF 202 1341/NC1	Statistical Data Mart (SDM) SS+BSS	***	per TRU
INF 202 1339/NC1	Statistical Measurement Initiator and Administration (SMIA) SS+BSS	***	per TRU
FAJ 122 474	Frequency Allocation Support Upgrade	***	per TRU
FAJ 122 477	Neighboring Cell Support - GSM, Upgrade	***	per TRU
FAJ 122 631	Traffic Estimation Tool, Upgrade	***	per TRU
Ericsson Part #	Description	NET Price	Parameter
Optional Premium Features		***	
INF 202 1332/NC1	Frequency Optimization eXpert (FOX) SS+BSS	***	per TRU
INF 202 1333/NC1	Neighbouring cell Optimization eXpert (NOX) SS+BSS	***	per TRU
INF 901 2356/N7	FAJ 121 44, Fault Management Expert, Rule engine (FMXR)	***	Server
INF 901 2356/N8	FAJ 121 45, Fault Management eXpert, Development License (FMXD)	***	Server
INF 202 1317/NC1	Cellular Network Administration (CAN) SS+BSS	***	per TRU
INF 202 1320/NC1	Cellular Network Administration Interface (CNAI) SS+BSS	***	per TRU
INF 202 1310/NC1	Operation Procedure Support (OPS) SS+BSS	***	per TRU

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2. GSM BSC Software

Ericsson Part #	Description	NET Price	Parameter
Basic Software			
FAP 131 177	BSS Basic R12 SW Package - Comprised of the following software features:	\$***	per TRU
FAJ 121 21 /1	BTS - Short Time to Operation		
FAJ 121 22 /1	Support of AXE 810 - APG40		
FAJ 121 23 /1	Support of AXE 810 - APT1.5		
FAJ 121 24 /1	Increased Capacity on Abis		
FAJ 121 26 /1	Transcoder Pool Handling		
FAJ 121 27 /1	Easy Handling of Managed Objects		
FAJ 121 28 /1	BSS R9 System Improvements		
FAJ 121 30 /1	High Speed Signaling Link		
FAJ 121 050/1	BSS R9.1 System Improvements		
FAJ 121 054	Frequency Hopping on 32 Frequencies		
FAJ 122 1093/1	Local Synchronization Reference		
FAJ 122 117/1	Flexible Channel Allocation		
FAJ 122 151/2	Software Load of RBS 2000		
FAJ 122 152/2	Flexible SDCCH Handling		
FAJ 122 155/2	Software Load of RBS 200		
FAJ 122 165/1	RBS 2000 Digital Path Supervision		
FAJ 122 180/2	Channel Event Recording		
FAJ 122 181/1	Handover of Traffic at Channel Blocking		
FAJ 122 195/1	Alarm Co-ordination		
FAJ 122 197/1	Alarm Suppression		
FAJ 122 199/2	Improved Configuration of BTSs		
FAJ 122 200/1	Improved RBS 200 Software Download		
FAJ 122 202/1	Data Channels		
FAJ 122 204/1	Support of A5/1 Ciphering Algorithm		
FAJ 122 205/1	Manual Access Control		
FAJ 122 209/2	Handover in BSS		
FAJ 122 210/2	Paging		
FAJ 122 212/1	Radio Link Failure Supervision		
FAJ 122 213/1	Diversity		
FAJ 122 219/1	Traffic Channels Submultiplexing (3 PCM Time Slots per TRX)		
FAJ 122 220/3	Supported Combinations of Channel Types per TRX		
FAJ 122 221/1	Switch in RBS 200 (Transmission Radio Interface)		
FAJ 122 226/1	AXE 10/IOG 11 Interface Towards OSS		
FAJ 122 231/2	BSC Supervision Functions		
FAJ 122 233/3	Call Path Tracing in BSC		
FAJ 122 238/8	Traffic and Event Measurements in BSC		
FAJ 122 239/5	Cell Traffic Recording		
FAJ 122 240/1	Processor and Exchange Load Measurements in BSC		

FAJ 122 245/1	Automatic Reconfiguration of BCCH and SDCCH		
FAJ 122 246/1	Automatic Reconfiguration of TRAU's (Transcoders)		
FAJ 122 247/1	Redundant Control of TRIs		
FAJ 122 252/1	Subscriber Identity Confidentiality, Use of TMSI		
FAJ 122 253/1	Support for SMS Point-to Point in BSS		
FAJ 122 259/6	Locating		
FAJ 122 264/1	Loudness Adjustment in TRAU		
FAJ 122 267/1	Multiple Cells per TG		
FAJ 122 273/2	Initiation Handling of Cells		
FAJ 122 274/2	RBS 200 Digital Path		
FAJ 122 276/1	TRH Load Regulation		
FAJ 122 279/2	Undefined Neighbouring Cells Recording		
FAJ 122 281/1	Standby Synchronization of the TRI		
FAJ 122 282/1	TRH Redundancy		
FAJ 122 285/1	Combined Control Channels		
FAJ 122 286/1	Assignment to Another Cell		
FAJ 122 294/1	TRA Software Handling		
FAJ 122 296/3	Transceiver Tester (TRXT) Controlled by BSC		
FAJ 122 299/4	Mobile Traffic Record		
FAJ 122 300/1	Back-up in Main Store		
FAJ 122 305/1	TRA in Pool Handling		
FAJ 122 306/1	BSS Connectivity Test		
FAJ 122 309/1	PCM-B Transmission Link		
FAJ 122 311/1	Dynamic Allocation of Transcoder Resources		
FAJ 122 313/2	Release of Sequential Events (FORLOPP)		
FAJ 122 314/2	Shorter Speech Interrupts at Handover		
FAJ 122 316/1	MNC Expansion		
FAJ 122 352/1	Multidrop at RBS 2301 (Micro)		
FAJ 122 37/1	Selective Restart		
FAJ 122 382/1	Increased number of neighbouring cells		
FAJ 122 385/1	2 Mbit/s E1/G.703 Long Haul		
FAJ 122 393/1	Multidrop at RBS 2000 (Macro)		
FAJ 122 396/2	Active BA-list Recording		
FAJ 122 397/1	Cell Relocation Support Between BSCs		
FAJ 122 416/1	Handling of Synchronization Reference		
FAJ 122 426/1	Handling of RBS Capabilities		
FAJ 122 431/1	Support for Special Cell Configurations		
FAJ 122 442/1	Improved Handling of Emergency Calls in RBS		
FAJ 122 443/1	TRC-BSC Overload Control		
FAJ 122 445/2	Managed Object Recovery		
FAJ 122 446/1	Improved BSC-OSS Interworking		
FAJ 122 447/2	Increased Paging Capacity		
FAJ 122 453/1	Handling of External RBS Hardware		
FAJ 122 516/1	Year 2000 compliance		
FAJ 122 548/1	System Information, GSM Phase 2		

FAJ 122 549/1	GSM Phase 2 Support		
FAJ 122 550/1	Switch in RBS 2000 (DXU)		
FAJ 122 557/2	Remote function change		
FAJ 122 557/3	Remote function change		
FAJ 122 580/1	Overload Protection in TRH		
FAJ 122 581/1	Flexible Alarm Classification		
FAJ 122 584/1	TMA dual alarm		
FAJ 122 59/1	TRH Load Distribution		
FAJ 122 610/1	Supervision of Digital Paths Connected to the BTS		
FAJ 122 699/1	Mix of ETC-Types in BSC		
FAJ 122 700/1	BTS Backwards compatibility		
FAJ 122 720/1	Enhanced BTS Program & Load of RBS 2000		
FAJ 122 830/1	External Alarm Connection and Presentation Locally at Site		
FAJ 122 87/1	Support of 1,020 TRXs		
FAJ 122 879/1	Optimized default allocation of MAIO		
FAJ 122 893/1	AXE Hardware Inventory in BSC		
FAJ 122 904/1	Double BCCH Allocation (BA) Lists		
FAJ 122 908/1	Support for New BTS		
FAJ 122 913/1	Immediate Assignment of TCH		
FAJ 122 915/1	Channel Administration		
FAJ 122 923/1	Differential Channel Allocation		
FAJ 122 994/1	Support of A5/2 Ciphering Algorithm		

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Ericsson Part #	Description	NET Price	Parameter
BSS Premium Software - Software CAP Features			
	BSS Premium Software Package - Comprised of the following software features:	\$***	per TRU
FAJ 121 052/1	Multi Band BSC		
FAJ 121 053/1	Multi Band Services		
FAJ 121 055/1	AMR		
FAJ 121 056	GPRS coding scheme 3 and 4		
FAJ 121 060/1	Flexible Priority Handling of Packet DataChannels		
FAJ 122 067/1	LAPD Concentration		
FAJ 122 072/1	OMT License (BSS R9)		
FAJ 122 078/1	Transmitter Coherent Combining (TCC)		
FAJ 121 32/1	Quality of Service & Scheduling/64kbps		
FAJ 121 50/1	Real Time Event Data		
FAJ 121 51/2	Flexible Positioning Support		
FAJ 121 52/1	Extended Range Cell 121 km		
FAJ 121 53/1	BCCH in Overlaid Subcell		
FAJ 122 89/1	LAPD Multiplexing, RBS 2000		
FAJ 122 256/1	Discontinuous Transmission (DTX) Uplink		
FAJ 122 260/3	Dynamic MS Power Control		
FAJ 122 284/5	SMS Cell Broadcast		
FAJ 122 287/1	Discontinuous Transmission (DTX) Downlink		
FAJ 122 288/1	Frequency Hopping		
FAJ 122 289/1	Handover of SDCCH Priced		
FAJ 122 290/2	Intra-cell Handover		
FAJ 122 315/1	Half Rate Channels		
FAJ 121 329/1	Enhanced Full Rate (EFR)		
FAJ 122 344/1	Transmission Performance		
FAJ 122 345	Remote Operation and Maintenance Terminal		
FAJ 122 357/1	1.5 Mbit/s T1/DS1 Long Haul		
FAJ 122 381/1	NF 381.1 Adaptive Config of SDCCHs-		
FAJ 122 395/1	Frequency Allocation Support		
FAJ 122 398/1	Frequency re-configuration with minimum disturbance		
FAJ 122 399	Statistics Based on Measurement Results		
FAJ 122 428/1	Advanced Handling of Fast Moving Mobiles		
FAJ 122 429/1	Handover Power Boost		
FAJ 122 430/1	Dynamic Overlaid/Underlaid Subcells		
FAJ 122 433/1	Efficient Priority Handling		
FAJ 122 435/1	Support of Remote BSC		
FAJ 122 438/2	High Speed Circuit Switched Data (HSCSD)		
FAJ 122 524/1	TX - Diversity (2301 only)		
FAJ 122 534/1	TX Diversity (BSC SW)		

FAJ 122 572/2	GPRS Support per 64kbps		
FAJ 122 573/1	HCS supprt for m-layered ntwrks		
FAJ 122 574/1	14.4 kbit/s Circuit Switched Data		
FAJ 122 582/2	Dynamic Half Rate Allocation		
FAJ 122 583/1	SQS, Speech quality supervision		
FAJ 122 594/1	Software Power Boost		
FAJ 122 639	Mobile Crosstalk Control (MCC)		
FAJ 122 854/1	RBS 2000 synchronisation		
FAJ 122 870/1	Flexible MAIO Management		
FAJ 122 909/1	Idle Channel Measurement		
FAJ 122 910/3	Dynamic BTS Power Control		
FAJ 122 911/1	Cell Load Sharing		
FAJ 121 588	U-TDOA Support (Lb+ interface) - Added (\$170)		
INF 902 1817/1	Support for 1024 cells in BSC - Added 2006 Addendum		

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Ericsson Part #	Description	NET Price	Parameter
BSS Premium Optional Software Features (may be licensed to Customer individually at the applicable net price set forth below)			
FAJ 122 081	Synchronized Radio Networks	***	per TRU
FAJ 122 082/1	Antenna Hopping	***	per TRU
FAJ 122 083/1	Inteference Rejection Combining	***	per TRU
FAJ 122 085	Multi Band Cell	***	per TRU
FAJ 121 353/1	AMR Power Control	***	per TRU
FAJ 121 355	Increased SDCCH Capacity	***	per TRU
FAJ 121 356	Self Configuring Transcoder Pools	***	per TRU
FAJ 121 358/1	AMR Half Rate	***	per TRU
FAJ 121 359	Network Assisted Cell Change	***	per TRU
FAJ 121 360	Streaming	***	per 64 kbps
FAJ 121 361/1	Dynamic FR/HR Adaptation	***	per TRU
FAJ 121 362/1	Call Queuing - requiredd for WPS (Regulatory)	***	per TRU
FAJ 121 375	GPRS/EGPRS End-user Performance	***	per TRU
FAJ 121 31/1	EDGE SW including BTS EDGE SW and BSC EGPRS SW	***	per TRU
FAJ 122 450/1	Flexible Abis Feature per TRU	***	per TRU
FAJ121589/1	ECGI Support in BSC per tru	***	per TRU
FAJ121588/1	ECGI Support in BSC per tru	***	per TRU
1/INF 902 1060/3	Flexible Priority Handling of Packet Data Channels	***	64 kbps
1/INF 902 150/4	Real Time Event Data	***	per TRU
1/INF 902 153/1	BCCH in Overlaid Subcell	***	per TRU
1/INF 902 2260/5	Dynamic MS Power Control	***	per TRU
1/INF 902 2573/2	Multi Layered HCS	***	per TRU
1/INF 902 2854/2	RBS2000 Synchronisation	***	per TRU
1/INF 902 2910/4	Dynamic BTS Power control	***	per TRU
1/INF 902 2083/2	Inteference Rejection Combining (IRC)	***	per TRU
1/INF 902 1055/3	Adaptive Multi Rate (AMR)	***	per TRU
1/INF 902 2583/3	Speech Quality Supervision	***	per TRU

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3. GSM MSC Software

Ericsson Part #	Description	Net Price	Parameter
Basic Software			
FAP 131 138	MSC Basic R12 SW- Comprised of the following software features:	***	per SCC
FAJ 122 01/2	Basic Traffic Control in MSC/VLR		
FAJ 122 04/1	Roaming in MSC/VLR		
FAJ 122 06/1	Call Routing		
FAJ 122 07/1	IMSI Attach/Detach		
FAJ 122 08/2	Basic Mobile Switching Services		
FAJ 122 09/1	DTMF Signalling		
FAJ 122 17/6	Handover in MSC/VLR		
FAJ 122 18/4	Basic Security Features in MSC/VLR		
FAJ 122 24/3	Administration of Data in MSC/VLR		
FAJ 122 31/1	MS Purging in MSC/VLR		
FAJ 122 33/4	Performance Management in MSC/VLR		
FAJ 122 35/3	Handling of Reset in MSC/VLR		
FAJ 122 36/3	Tracing		
FAJ 122 42/1	Activity Supervision		
FAJ 122 52/6	Base Station System Application Part in MSC/VLR		
FAJ 122 120/2	ANSI ISUP		
FAJ 122 131/1	Definition of Geographical Locations		
FAJ 122 132/1	Provision of Location		
FAJ 122 158/1	Load Management		
FAJ 122 159/2	Test and Fault Management		
FAJ 122 175/1	Analogue Test Telephone		
FAJ 122 188/1	GSM phase 2 signalling for supplementary services		
FAJ 122 222/3	Support of Multiple Speech Coders		
FAJ 122 295/1	Automatic Lifeline Testing		
FAJ 122 296/1	Automatic Backup Handling		
FAJ 122 328/1	MNC Expansion		
FAJ 122 341/1	Application Modularity (AM) in AXE		
FAJ 122 379/1	ISUP Monitor		
FAJ 122 479/1	7-Digit Dialing		
FAJ 122 598/3	Remote Software Change		
FAJ 122 623/1	Keeping of VLR Data		
FAJ 122 662/1	Duplication of Recordable Phrases		
FAJ 122 826/1	Back-Up in Main Store		
FAJ 122 880/1	TCP/IP support in MSC		
FAJ 122 897/1	AXE Hardware Inventory		
FAJ 122 919/1	Common Channel Signalling System No. 7, ITU Type		
FAJ 122 920/1	Common Channel Signalling System No. 7, ANSI Type		
FAJ 122 922/4	Mobile Application Part (MAP)		

FAJ 122 926/5	AXE Hardware Supported by MSC/VLR		
FAJ 122 948/1	Roaming between GSM and WCDMA		
FAJ 122 949/2	Media Gateway Selection		
FAJ 122 953/1	Datacom Base		
FAJ 122 957/2	Basic Charging		
FAJ 122 1017/1	Message at Call Set-up		
FAJ 122 1030/1	Support for Automatic Correction Deployment		
FAJ 122 1071/1	Equal Access in MSC		
FAJ 122 1073/1	Feature Group B and D		
FAJ 122 1076/1	Transmission Maintenance of T1		
FAJ 122 1086/1	SS7 Performance Management		
FAJ 122 1087/1	R1 Signaling		
FAJ 122 1132/2	Release of sequential events (Forlopp)		
FAJ 122 1150/1	Propagation Delay Determination Procedure in MTS		
FAJ 122 1151/3	ETSI-ISUP (ISUP 4.6)		
FAP 131 137	MSC Extended Basic R10 SW Package		
FAJ 122 03/1	Transmission Performance Supervision of T1 Trunks		
FAJ 122 11/3	Call Forwarding Services in MSC/VLR		
FAJ 122 13/2	Call Barring Services in MSC/VLR		
FAJ 122 20/1	Accounting		
FAJ 122 55/1	Announcement on ringtone time out		
FAJ 122 68/2	Fax Service		
FAJ 122 69/2	Call Waiting and Call Hold		
FAJ 122 90/1	Multi Party Service		
FAJ 122 91/2	Calling Line Identification Services		
FAJ 122 93/3	Operator Determined Barring in MSC/VLR		
FAJ 122 97/1	Announcement at Disconnection (Post Answer)		
FAJ 122 99/1	Routing of Call from a Grey listed IMEI		
FAJ 122 108/1	FTAM		
FAJ 122 141/1	SS7 Supervision		

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Ericsson Part #	Description	Net Price	Parameter
MSC Premium Software - Software CAP Features			
	MSC Premium Software Package - Comprised of the following software features:	***	per SCC
FAJ 122 15/4	Advice of Charge in MSC/VLR		
FAJ 122 63/1	National Roaming		
FAJ 122 66/5	Short Message Services		
FAJ 122 73	Single Personal Number in MSC/VLR		
FAJ 122 85/1	MAP based interface MSC/VLR-EIR		
FAJ 122 86/2	MAP based interface MSC/VLR-SMS-C		
FAJ 122 95/2	Dual Numbering in MSC/VLR		
FAJ 122 129	Geographical Differentiated Charging		
FAJ 122 130/1	Handling of Half Rate		
FAJ 122 138/1	Local Subscription		
FAJ 122 139/1	Regional Subscription		
FAJ 122 177	Unstructured SS Data in MSC/VLR		
FAJ 122 207	Support of Multiple Frequency Bands in MSC/VLR		
FAJ 122 329/1	Support for Subscription Type Dependent Analysis		
FAJ 122 339	HLR Initiated Call Tear Down		
FAJ 122 354/1	Linking of Call Data Records in MSC and SSF		
FAJ 122 448/1	Linking of Call Data Records Inter - MSC		
FAJ 122 460/1	Account Codes in MSC/VLR		
FAJ 122 468	Local Number Portability		
FAJ 122 469	Mobility Related Triggers in MSC/VLR		
FAJ 122 493	Call in Progress Tone		
FAJ 122 500/1	Geographic Co-ordinates in MSC/VLR		
FAJ 122 514/1	ANSI-/ITU SCCP Overhead Converter		
FAJ 122 525/2	FCC E911 Service		
FAJ 122 535/2	Event Triggered Call Data Record		
FAJ 122 568/4	Legal Intercept in MSC/VLR		
FAJ 122 587/1	IAS Central Access Server		
FAJ 122 611	Support of GPRS Mobiles in Operation Mode A or B		
FAJ 122 619/1	eMLPP		
FAJ 122 624/2	Support of Mobile Traffic Recording		
FAJ 122 861/1	Enhanced Emergency Call Routing		
FAJ 122 883	Flexible Variable Phase handling for Announcement Services		
FAJ 122 898/1	Mobile Cross-Talk Control for Echo Cancellers		
FAJ 122 899/2	Radio Network Call Release Reason in CDR		
FAJ 122 927/1	Gateway Message Screening		
FAJ 122 935/1	Internet IWF		
FAJ 122 954	High Speed datacom Service		
FAJ 122 984	Hot Billing		
FAJ 122 1009/1	SMS Contents Based Charging		

FAJ 122 1011/2	Positioning
FAJ 122 1016	Support of Equivalent PLMN
FAJ 122 1021	Support for Text Telephony (TTY)
FAJ 122 1117	Mobile Subscriber Priority Level for Channel Allocation
FAJ 122 1131/1	Enhanced IMEI check
FAJ 122 1155/4	Circuit Pool Handling
FAJ 122 1157	Indication of Mobile Tariff Area to Mobile Subscriber
FAJ 122 1159/1	Supervision and disconnection of long duration cal
FAJ 121 301/1	CAMEL Phase 3 Support (Added 2006)
FAJ 121 331/1	Optimal Routing at Late Call Forwarding (Added 2006)
FAJ 121 396/1	Wireless Priority Service - Initial Operating Capability (Added 2006)
FAJ 122 499/1	Extended CAMEL Support (Added 2006)
FAJ 122 618/2	CAMEL Phase 2 Support (Added 2006)

Ericsson Part #	Description	Net Price	Parameter
MSC Premium Optional Software Features (may be licensed to Customer individually at the applicable net price set forth below)			
FAJ 121 58/1	Charging Audit Function	***	per SCC
FAJ 121 294/1	Signalling over IP in MSC/VLR and MSC/MGw	***	per SCC
FAJ 121 299/1	Network Identity and Time Zone (NITZ)	***	per SCC
FAJ 121 330/1	Explicit Call Transfer (ECT)	***	per SCC
FAJ 121 332/1	Global Equal Access	***	per SCC
FAJ 122 085	Multi-band feature per contract	***	per SCC
FAP 131 104	Basic SSF package	***	per MSC

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4. SGSN Software

Ericsson Part #	Description	NET Price	Parameter
New Nodes			
FAL 103 1608/21	SGSN R6 (G) 5kPDP Capacity Upgrade SW License	***	5 kPDP
FAL 103 1608/24	SGSN R6 Fixed SW Upgrade License Fee	***	Node
FAL 103 1621/1	CPI for SGSN R6 on Extranet	***	Unit
FAJ 121 248/1	EDGE support	***	5 kPDP
FAJ 121 249/2	Multiple PLMN support	***	5 kPDP
FAJ 121 250/1	Combined Procedures, Gs interface	***	5 kPDP
FAJ 121 251/1	Compression on the Gb interface	***	5 kPDP
FAJ 121 338/2	Roaming Restrictions	***	5 kPDP
FAJ 121 342/1	IPv6 support in GSN	***	5 kPDP
FAJ 121 344/2	Secondary PDP context	***	5 kPDP
FAJ 121 37/3	Real-time charging control using CAMEL	***	5 kPDP
FAJ 121 456/2	Selective Equivalent PLMN (Optional)	***	5 kPDP
FAJ 121 545/2	Near real-time provision of CDRs	***	5 kPDP
FAJ 121 565/1	Dual Transfer Mode	***	5 kPDP
FAJ 121 790/1	Packet Flow Control per PFC	***	PFC
FAJ 121 792/1	QoS based on IMSI series	***	Piece
FAJ 121 793/1	Access Aware Core Edge Support	***	Piece
FAJ 122 742/4	IPSec for secure network traffic	***	5 kPDP
FAJ 122 743/5	Lawful intercept	***	5 kPDP
25/FAJ 121 345/1	25kSAU Detach of inactive Subscribers	***	25K SAU
25/FAJ 121 350/1	25kSAU Authentication of Stationary Subscribers	***	25K SAU
25/FAJ 121 498/1	25kSAU Gb over IP	***	25K SAU
25/FAJ 121 645/1	25kSAU Prioritize Payload Users	***	25K SAU
25/FAJ 121 726/1	25kSAU 2G-3G Roaming Restriction	***	25K SAU
25/FAJ 121 788/1	25kSAU SGSN Pool for GSM	***	25K SAU
25/FAJ 121 789/1	25kSAU Dual Access	***	25K SAU
25/FAJ 121 794/1	25kSAU IMEI Check Gf Interface	***	25K SAU

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5. GSM BSC Hardware

Ericsson Part #	Description	NET Price	Parameter
New Nodes			
FAM 105 412/6	BSC/TRC 450 with APG40C	***	per Node
FAM 105 412/1	Remote BSC 450C, R10	***	per Node
Expansions			
	Expansion from BSC/TRC 450 to 700	***	per Node
Other Hardware			
FAH 107 345/1	BSC R10 , 768 TRA Channels (4 TRA R6)	***	per unit
FAH 107 344/1	BSC R10 , 84 T1 (ET155, 1+ 1red., ANSI)	***	per unit
FAH 107 243/10	ET4-1, 2 system	***	per unit
1/BFZ102111/118	MAGAZINE SET/GEM (4E)	***	per unit
1/BFZ102111/2	DELIVERY SET/RPG3 (8) EXPANSION SUBRACK	***	per unit
BAY111501/4	INSTALLATION KIT/BACK COVER,DOOR SINGLE	***	per unit
BFZ102101/82	SWITCHING EQPT/1X8RPG3 CABINET (AXE810)	***	per unit
BGB95131/30	FUSE UNIT/30A(NFS812)/30MOHM	***	per unit
NTM/BFZ102102/9	CABLE SET/BSC GEM 03 (IN THE GEM CABINET	***	per unit
NTM1970348/1	SET OF MATERIALS/BSC 1120, ISL CABLE MAI	***	per unit
NTM1970351/1	SET OF MATERIALS/CABLE KIT EXP T1/E1 NON	***	per unit
NTM1970388/1	SET OF MATERIALS/BSC 1120 SITE INSTALLAT	***	per unit
NTM1970395/1	SET OF MATERIALS/BSC 1120 T1 SURGE PROTE	***	per unit
NTM1970479/1	SET OF MATERIALS/BSC 1120-EXP CABINET	***	per unit
NTM1970559/32	SET OF MATERIALS/C-RAN P3.2 CPI CD-ROM	***	per unit
NTM1970650/2	SET OF MATERIALS/BSC 1120 OVRHD CABLE TR	***	per unit
ROY101118/1	PRINTED BOARD SET/EXPANSION KIT: CSPB BO	***	per unit
ROY101119/1	PRINTED BOARD SET/EXPANSION KIT: RPG3 BO	***	per unit
ROY101120/1	PRINTED BOARD SET/EXPANSION KIT: ET155-1	***	per unit

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6. GSM MSC Hardware

Ericsson Part #	Description	NET Price	Parameter
New Nodes			
FAM 105 394/1	Model 1, 336 ETC w/ APG40 (GTP Ver. 4.1 336:3072 R10)	***	per Node
FAM 105 416/1	Mini GTP Ver.2.0, 84:512 R10	***	per Node
FAM 105 416/2	Mini GTP Ver.2.0, 168 R10	***	per Node

Model 1 \$ per 84 T1s	Commercial Solution for Model 1	***	
Expansions			
TBD	Expansion from 336 to 504 T1	***	per Node
FAM 105 416/3	Expansion from 84 to 168 T1	***	per Node
Additional Hardware needed for Multiplexing T1's to OC3			
FAH 107 243/10	ET4-1, 2 systems T1 protected	***	per unit
Other Hardware			
FAH 107 243/11	ET4-1, 4 system	***	per unit
FAH 107 243/*	Upgrade ET4-1, 4 to 6 system	***	per unit
FAH 107 207/1	SS7 interface card	***	per 64 SS7
FAH 107 190/2	512 ECP Channels	***	per unit
1/BFZ102111/21	DELIVERY SET/GEM 8C, 2 EXPANSION SUBRACK	***	per unit
17/BYB501/1	EQ MOUNT SET FOR SINGLE CAB (400MM) C FL	***	per unit
BAY111501/4	BACK COVER - DOOR - Single Cabinet	***	per unit
BFZ102102/216	Switching Equipment 2GEM4D+4E+8C	***	per unit
NTM/BFZ102102/1	DELIVERY SET/HIGHWAY CABLE SET (STANDARD	***	per unit
ROY101118/1	PRINTED BOARD SET/EXPANSION KIT: CSPB BO	***	per unit
ROY101120/1	PRINTED BOARD SET/EXPANSION KIT: ET155-1	***	per unit
TFL281324	Halogenfree, 2x6, 600v, 90c, ul	***	per unit

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7. GSM BTS Hardware

Ericsson Part #	Description	NET Price
GSM 1900 RBS 2206 (Indoor)		
FAB 620 869	RBS 2206, GSM 1900, CDU-G, Max Range, Up to 1+1+2, excl dTRU	***
KRC 131 1004/2	dTRU 1900 MHz EDGE 1,1,2	***
NTM 202 1050/01	TMA support 3 sector, TMA-CM & 3 Bias-T injector kit	***
KRY 112 71/2	ddTMA 1900 FB with LNA by-pass	***
GSM 1900 RBS 2106 (Outdoor)		
FAB 620 877	RBS 2106, GSM 1900, CDU-G, Max Range, Up to 1+1+2, excl dTRU	***
KRC 131 1004/2	dTRU 1900 MHz EDGE 1,1,2	***
NTM 202 1050/01	TMA support 3 sector, TMA-CM & 3 Bias-T injector kit	***
KRY 112 71/2	ddTMA 1900 FB with LNA by-pass	***
NCD 300 16/01	Alarm Panel RBS 2106 (16 Alarm)	***
NCD 300 12/01	OVP-PCM module kit	***
RPM 513 1839/01600	RBS 2106 120 ohm connection cable	***
702/BYB 41 501/08	Base Frame	***
NTM 101 804/1	Grounding kit	***
BKC 901 06/010	Battery Kit (100 Ah) Low Height	***
SXK 107 2465/1	Lock handle	***
SMB 102 10/1	Lock/Key (cabinet)	***
RPM 628 180/3	USA Power Outlet type	***
GSM 1900 RBS 2308 (Micro) - Pole Mounted		
FAB 620 7004/01	RBS 2308, 4 TRX for external antenna	***
NTM 192 08/2	Pole/Mast Fixture (RBS and PBC)	***
RPM 518 976/1	Extended OMT cable, 50 m	***
RPM 518 974/2	Transmission cable TNC(f) 75 W	***
Other Hardware		
11/SNGU6011040/410	CABLE LUG/CABLE LUG,4/0 AWG,1 HOLE 3/8",	***
12/BKC8700200/89EF	BBS Battery 4x6V, 200Ah	***
21/SNGU6011040/424	CABLE LUG/CABLE LUG,4/0 AWG,2 HOLE 3/8",	***
24/BKC8610013/004	BATTERY/	***
701/BYB41501	INTERFACE UNIT/INSTALLATION INTERFACE	***
702/BYB 41 501/08	Base Frame	***
BFL 119 153/1	Auto-tune combiner	***
BFL119155/1	COMBINER UNIT/CDU-G 800 MHZ	***
BKC 901 06/009	Battery kit 100A RBS2106	***
BKV301483/1	FAN UNIT/FAN UNIT-01	***
BKY90113/2	ACCESSORIES/ACCESSORY KIT FOR 200AH	***
BMK508006/1	BATTERY RACK/BBS2000,1XBFU21	***
BMK90541/2	CABINET/PBC-MU2	***
BMK90542/2	BATTERY CABINET/PBC-BU2	***
BML 231 202/1	Power Supply Unit (PSU)	***

BMY 201 237/9	RBS2000 Battery connection cable kit	***
BMY201237/12	MOUNTING SET/SEISMIC. SHOCK PROT.	***
BMY201237/12	Seismic shock protection kit BBU2206	***
BMY201237/9	MOUNTING SET/CABLE 95KVMM/20M	***
BOE60214/1	FUNCTIONAL UNIT/GSM DXU-21	***
BOE60215/2	FUNCTIONAL UNIT/IXU-21	***
BOE60216/1	FUNCTIONAL UNIT/TIM E1/T1-01	***
FAB 102 863/4	Diplexers	***
FAB 620 382	RC 2206(3X2)CDUGu 1900 cabinet, excl dTRU	***
FAB 620 383	RC 2206(1X4)CDUGc,GSM 1900 cabinet, excl dTRU	***
FAB 620 388	RC 2206(3X4)CDUGc,GSM 1900 cabinet, excl dTRU	***
FAB 620 470	CDU-G, un-combined TX/RX cable kit, Bias-Injector kit	***
FAB 620 475	Combined TX/RX cable kit	***
FAB 620 7001/090	RBS 2401 cabinet	***
FAB 620 7004/01	RBS 2308, 4 TRX for external antenna	***
FAB 620 842	RC 2106(3X2)CDUGu 1900 cabinet, excl dTRU	***
FAB 620 843	RC 2106(1X4)CDUGc,GSM 1900 cabinet, excl dTRU	***
FAB 620 848	RC 2106(3X4)CDUGc,GSM 1900 cabinet, excl dTRU	***
FAB 620 869	RC 2206,CDUGu,1+1+2, 1900 cabinet, excl dTRU	***
FAB 620 877	RC 2106,CDUGu,1+1+2,1900 cabinet, excl dTRU	***
FAB6201187/002	EQUIP. RADIO CABINET/GU 2X2 8 T1 2106I	***
FAB6201191/001	EQUIP. RADIO CABINET/GU 3X2 19 T1 2106I	***
FAB6201191/002	2106 800Gu/3x2	***
FAB6201193/002	EQUIP. RADIO CABINET/GC 1X12 8 T1 2106I	***
FAB620381/001	2206 1900Gu/2x2/+24VDC, uncombined	***
FAB620382/002	2206 1900Gu/3x2/+24VDC, uncombined	***
FAB620385/001	2206 1900Gc/1x12/+24V, combined	***
FAB620389/001	2206 800Gu/1x2/+24V, uncombined	***
FAB620391/002	2206 800Gu/3x2/230-120V, uncombined	***
FAB620394/001	2206 800Gc/1x12/+24V, combined	***
FAB620394/002	2206 800Gc/1x12/230-120V, combined	***
FAB620471/1	COMBINER UNIT/EXP.CDU-G UNCOMB.NO TMA 8	***
FAB620474/1	COMBINER UNIT/EXP.CDU-G COMBIN.NO TMA 8	***
FAB620566/03	EDGE dTRU 1900 MHz 2x2 (qty 2 dTRUs)	***
FAB620567/09	EDGE dTRU 1900 MHz 3x2 (qty 3 dTRUs)	***
FAB620570/01	EDGE dTRU 1900 MHz 1x12 (qty 6 dTRUs)	***
FAB620572/01	EDGE dTRU 800 MHz 1x2 (qty 1 dTRUs)	***
FAB620573/03	TRANSCEIVER/(1,1)	***
FAB620574/01	TRANSCEIVER/(3)	***
FAB620574/09	EDGE dTRU 800 MHz 3x2 (qty 3 dTRU)	***
FAB620577/01	EDGE dTRU 800 MHz 1x12 (qty 6 dTRU)	***
FAB6207020/02	RBS2109-1900 Mast ext ant TMA-sup ready	***
FAB6207021/02	RBS2109-1900 Exten ext ant TMA-sup ready	***
FAB6207022/01	RADIO STATION/RBS2109 GSM 800 MASTER	***

KRC 131 1004/2	Individual 1900 MHz dTRU	***
KRC1311005/2	TRANSCEIVER/DTRU 800 MHZ EDGE	***
KRC161028/1	TRANSCEIVER/RRU-H8	***
KRF20189/2	EHCU 824-960 MHz	***
KRY 101 1856/1	RX multicoupler	***
KRY 112 71/1	TMA GSM 1900 - Without Bypass Functionaliy	***
KRY 112 71/2	TMA GSM 1900 - With Bypass Functionaliy	***
KRY 112 81/1	TMA GSM 800 - Without Bypass Functionaliy	***
KRY 112 81/2	TMA GSM 800 - With Bypass Functionaliy	***
KRY11254/1	ANTENNA ACCESSORIES/ASU	***
KRY11271/2	AMPLIFIER/DDTMA FB FOR GSM 1900 BYPASS	***
KRY11281/2	ddTMA GSM800 with By-Pass	***
NBA101025/21	Distribution Frame Unit 7m (DF/OVP/PCM)	***
NCD 300 12/02	OVP-PCM Module kit (75 Ohm)	***
NCD 300 16/01	Alarm Panel	***
NCD90126/11	OVERVOLTAGE ARRESTER/OVP-PCM-MODULE KIT	***
NCD90126/13	OVERVOLTAGE ARRESTER/OVP-ALM1, EXTERNAL	***
NTM 101 804/2	Grounding Kit GBF	***
NTM 101 902/1	Intrusion protection screws and bits tool	***
NTM 201 207/1	Label Set for GSM feeders	***
NTM 201 2977/2	Anchor Kit GBF	***
NTM 201 3093/1	TG-Synch Support Internal	***
NTM 202 1047/01	ASU-support kit, ASU & ASU cabinet internal cable-kit	***
NTM 202 1048/01	TMA Support 1 Sector (2 Antennas)	***
NTM 202 1049/01	TMA Support 2 Sectors (4 Antennas)	***
NTM 202 1050/01	TMA Support Kit 1 sector	***
NTM 202 1051/01	ASU Support kit RBS2106	***
NTM1010587/1	MOUNTING SET/PBC-02, PBC-BU SINGLE MOUNT	***
NTM101804/2	SET OF MATERIALS/GROUNDING KIT 35MM2	***
NTM101902/1	SET OF MATERIALS/INTRUSION PROTECTION SC	***
NTM19208/3	MOUNTING SET/POLE BRACKET SET	***
NTM19243/1	MOUNTING SET/MATERIAL SET WALL BRACKET	***
NTM1970160/1	SET OF MATERIALS/PBA,CAM,128CE,RBS	***
NTM1970195/1	SET OF MATERIALS/RBS, RX DOWNCONVERTER,	***
NTM1970534/1	SET OF MATERIALS/RBS, MTX UPCONVERTER, 8	***
NTM1970720/1	SET OF MATERIALS/RBS, PBA, CAM, 64CE	***
NTM2011285/1	Lifting eye set	***
NTM2011285/1	Lifting eye set	***
NTM201207/1	Label Set for feeders	***
NTM2012685/01	Grounding kit RBS 220x, BBS	***
NTM2012977/1	Concrete Anchor Kit RBS2206	***
NTM2012977/2	SET OF MATERIALS/EXPANDERBOLTS,M12X90MM	***
NTM2012983/1	CABLE SET/CDU-G COMBINED	***
NTM2013072/2	SET OF MATERIALS/ESB/CABLE 7,020M RBS 2	***
NTM2013093/1	SET OF MATERIALS/TG SYNC SUPPORT RBS2106	***

NTM2013146/1	PCM Label Set RBS2X06	***
NTM2021047/01	SET OF MATERIALS/ASU-SUPPORT RBS2206	***
NTM2021048/01	SET OF MATERIALS/(B),BIAS INJECTOR KIT/S	***
NTM2021049/01	TMA Support Kit 2 sector	***
NTM2021050/01	TMA Support Kit 3 sector	***
NTM2021050/01	TMA Support Kit 3 sector	***
NTM2021050/01	SET OF MATERIALS/(B,B,B),BIAS INJECTOR K	***
NTM2021050/01	TMA Support Kit 3 sector	***
NTM2021051/01	SET OF MATERIALS/ASU-SUPPORT RBS2106	***
NTM20268/29	SET OF MATERIALS/TMA-CM KIT FOR RBS 2109	***
NTMU20128/1	KIT/KIT, SPLIT B SECTOR DIVERSITY	***
NTZ111111	SPARE PARTS SET/4 PCS OF OVP BOARDS	***
NTZ112515/2	SPARE PARTS SET/SUNSHIELD	***
NTZ112516/1	SPARE PARTS SET/PIB;POWER INTERFACE BOAR	***
NTZ112517/1	SPARE PARTS SET/IFB;INTERFACE BOARD	***
RNV9912007/1	STRAPPING PLUG/STRAPPING PLUG, RBS 2107	***
RPM 113 7593/15000	PCM RJ45/15Pin connection cable	***
RPM 513 1104/12420	TG-Synch External Cable	***
RPM 513 1839/01600	Internal PCM Cable	***
RPM 628 180/3	USA Power Outlet type	***
RPM1137593/15000	CONNECTION CABLE/CABLE-RBS TO ADC SONEP	***
RPM1137593/15000	PCM RJ45/15Pin Conn Cable	***
RPM119342/4	CABLE WITH CONNECTOR/RBS JUMPER N(M)-7/1	***
RPM119395/1	CABLE WITH CONNECTOR/OMT CABLE 20 M RBS	***
RPM119511/2	CABLE WITH CONNECTOR/Y CABLE MASTER 0,5	***
RPM119925/1	CABLE WITH CONNECTOR/CABLE EBB TO IXU	***
RPM119958/5000	POWER CABLE/DC-CABLE 5,0 M	***
RPM5131104/07020	CABLE/SIGNAL ESB/CAB	***
RPM5131782/00310	COAXIAL CABLE/COAXIAL CABLE RBS2206	***
RPM5131893/00210	COAXIAL CABLE/QMA CDU-TRU/RXA RBS2206	***
RPM5131893/00230	COAXIAL CABLE/QMA CDU-TRU/RXA RBS2206	***
RPM5131893/00390	COAXIAL CABLE/QMA CDU-TRU/RXA RBS2206	***
RPM5132186/00200	CABLE WITH CONNECTOR/EXT ALARM/CONN.FIEL	***
RPM5132190/01600	CABLE WITH CONNECTOR/DXU/CONN.FIELD	***
RPM5132193/01700	CABLE WITH CONNECTOR/ESB/CONN.FIELD, RBS	***
RPM513904/02160	CABLE/SIGNAL ESB	***
RPM628180/3	CONNECTION CABLE/A3CU, US	***
RPT403805/01	CONNECTOR/D-SUB STRAPPING PLUG 90 OHM	***
SAR201080/03	LIFTING EYE BOLT/LIFTIG EYE BOLT LT M8 S	***
SAR201100/03	Lifting eye RBS 2206	***
SDF10548/1	COVER/PROTECTION COVER FAN UNIT	***
SEB1121133/3	FRAME/MBU-01	***
SMB10210/1	LOCK/LOCK/KEY, CABINET	***
SXK 107 2465/1	Lock Handle	***
TPM1010023/10M	CABLE/TFL3016003/4 10M SPO	***

TSR26323 / 900	Power cable BFU21-1MU/2x6	***
TSR95170/2	1/2" jumper(superflex),2m, 7/16(m)- 7/16(m	***

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8. TEMS

Ericsson Part #	Description	NET Price
TEMS Investigation		
FAB 801 5873	TEMS investigation 7.1 GSM Base Package	***
FAB 801 5872	TEMS investigation 7.1 UMTS Base Package	***
FAB 801 5884	Sony Ericsson W600i	***
FAB 801 4913	Nokia 6230 US	***
FAB 801 5886	Qualcomm License Option B	***
FAB 801 5889	Nokia License Option A	***
FAB 801 5890	Motorola License Option A	***
FAB 801 6096	PCTEL License Option	***
FAB 801 1238	Garmin GPS 35 PC, GPS Kit	***
FAB 801 1253	USB-to-RS232 Serial Converter, HUB 4 Ports	***
FAB 801 1254	USB-to-RS232 Serial Converter, HUB 8 Ports	***
FAB 801 5770	OEM USB GPS Kit	***
KRY 901 053	7 Port USB Hub	***
KRY 901 033	2 Port USB Hub Cable	***
TEMS DriveTester		
FAB 801 6199	TEMS DriveTester CDMA 4.x Base Package	***
KRC 161 047	TEMS Kyocera SE44 Phone	***
RPM 119 0052	SE44 Interface Cable	***
FAB 801 4991	TEMS DriveTester GSM/GPRS 2.x with T610, Short Stand	***
FAB 801 4992	TEMS DriveTester GSM/GPRS 2.x with T616, Short Stand	***
FAB 801 4993	TEMS DriveTester GSM/GPRS 2.x with T618, Short Stand	***
FAB 801 5005	TEMS DriveTester 2.x T610 Phone Kit	***
FAB 801 5006	TEMS DriveTester 2.x T616 Phone Kit	***
FAB 801 5007	TEMS DriveTester 2.x T618 Phone Kit	***
FAB 801 3239	TEMS DriveTester Annual Support	***
LZU 102 684	TEMS DriveTester Training (1 Day, plus expenses)	***
TEMS DeskCAT		
FAB 801 2997	TEMS DeskCAT 5.1 (Single User License)	***
FAB 801 2998	TEMS DeskCAT 5.1 (Site License)	***
FAB 801 2999	TEMS DeskCAT 5.1 (Corporate License)	***
LZU 102 513	Training, TEMS DeskCAT (2 days, plus expenses)	***

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9. CALEA

Product Number	Description	Parameter	NET Price
Hardware			
SG-2100-02-01-10	Call Data Delivery Function (CDDF) hardware - Hi Availability - 1 per 15 MSC	per small system	***
SG-3101-02-01-10	Global System Admin (GSA) Hardware - UNIX Hi Availability - 1 per network	per small system	***
27-310-0176	Rack Assembly (Includes Router/Hub/cables/IP)	per small system	***
MFM - 1 Per Network (Optional)			***
SG-4000-02-01-10	Maintenance and Fault Monitoring Hardware, Basic	per unit	***
Spares			***
SG-2100-03-01-10	Spare, CDDF, High Availability	per unit	***
SG-3100-03-01-10	Spare, GSA, High Availability	per unit	***
Software			***
Ericsson LI feature			***
FAJ122568/4	GSM MSC R9.1 Lawful Intercept feature	included in SW CAP	***
CDDF - 1 per 15 MSCs			
SG-2000-02-01-20	CDDF Software - 200 CDCs (MSC support)	per small system	***
SG-2000-02-01-60	CDDF Software - (HLR support)	per small system	***
SG-2000-02-01-23	CALEA Punch List Software Upgrade	per small system	***
SG-2000-02-01-30	Toggle for Dial Digit Extraction/Location Information in CDDF & GSA	per small system	***
GSA - 1 Per Network - GSM only			
SG-3000-02-01-21	GSA 1 Software No. of Targets/taps 150	per small system	***
SG-3000-02-01-60	GSA Software for HLR Support	per small system	***
MFM - 1 Per Network (Optional) - GSM only			
SG-4000-02-01-20	MFM Software including Single SIS platform	per small system	***

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10. GSM Spares

Ericsson Part #	Description	Kit Quantity	NET Price
MSC-GSM SPARES	AXE810 MSC Spares Kit		***
NTZ 111 64/1	APZ 212 30/1 Common Kit	1	***
NTZ 111 109/1	APZ 212 33 Kit IPN Adapted - Not fitted	1	***
NTZ 111 53/6	Common Kit	1	***
NTZ 111 53/7	GB Kit	1	***
NTZ 111 57/10	MSC Misc.Kit ANSI	1	***
BFD 509 08/3	Fan Unit	1	***
BFD 509 08/4	Fan Unit (GEM)	1	***
ROJ 207 030/2	RP Bus Board Serial	1	***
ROJ 204 16/5	RPP(DTI2) Board	1	***
ROJ 204 43/2	RPG3 Board	1	***
ROJ 204 06/1	DLHB Board	1	***
ROJ 204 507/1	RP4-H Board	1	***
ROJ 208 306/1	ET155 Board	1	***
BSC-GSM SPARES	AXE810 BSC/TRC Spares Kit		***
NTZ 111 64/1	APZ 212 30/33 Common Kit	1	***
NTZ 111 64/3	CPG, APZ 212 30, 80 MHz	1	***
NTZ 111 53/6	Common Kit	1	***
NTZ 111 53/7	GB Kit	1	***
BFD 509 08/3	Fan Unit	1	***
BFD 509 08/4	Fan Unit (GEM)	1	***
ROJ 207 030/2	RP Bus Board Serial	1	***
ROJ 204 43/2	RPG3 Board	1	***
ROJ 204 06/1	DLHB Board	1	***
ROJ 204 507/1	RP4-H Board	1	***
ROJ 208 306/1	ET155 Board	1	***
NTZ 111 58/3	PCU Kit	1	***
2206SPARES-1900	BTS 2206 Spare Kit, 1900 MHz (1 Kit per 100 dTRU's)		***
BML 231 202/1	PSU:Power supply unit, (PSU230 1000W +24VDC FC Opto, /2106, /2206)	1	***
BOE 602 14/1	Functional Unit, DXU-21, (for /2106, /2206)	1	***
KRY 101 1856/1	Unit, CXU 900/1800/1900 MHz, (for RBS 2106, /2206)	1	***
BFL 119 153/1	CDU-G 1900MHz,Combiner Unit, (for /2106, /2206)	1	***
KRC 131 1004/2	Transceiver 1900MHz (EDGE dTRU)	2	***
KRY 112 54/1	Unit, ASU, (for RBS 2106, /2206)	1	***
KRY 112 71/2	ddTMA 1900 FB with LNA by-pass:	2	***
BFL 119 406/1	Subrack, (Subrack CDU-G/F repair code "A" + critical "1" =>C.S. RBS 2106, /2206)	1	***
BGM 136 1001/2	Printed Board assembly., (FCU 4 Fan RBS 2106, /2206)	1	***
BKV 301 216/77	Fan Unit, (Diagonal, dia. 171,5*51 24VDC, for RBS 2106, /2206)	1	***
BMG 980 06/1	IDM:Distribution Unit, (IDM Panel for RBS 2106, /2206)	1	***

BMG 980 07/1	ACCU, (repair code "A" + critical "1" =>C.S. for RBS2206)	1	***
BMG 980 07/2	DCCU, (repair code "A" + critical "1" =>C.S. for RBS2206)	1	***
KDR 109 61/964	Microcircuit, (Flash ATA 64,2M 5,5V 3,3V I, for RBS 2106, /2206)	1	***
KFE 101 1145/1	Filter Unit, (repair code "A" + critical "1" =>C.S. VDC Filter /2206)	1	***
KRY 101 1873/1	TMA-CM Kit (Incl. Front TMA-CM 01, Optional for/2106, /2206)	1	***
KTY 901 05/1	Accessories, repair code "A" + critical "1" =>C.S. Transmission Adapter for /2106, /2206)	1	***
NFD 496 23/1	Over voltage arrester (DF-OVP, 18V # for RBS 2106, /2206)	1	***
NCD 300 16/01	Alarm Panel RBS 2106 (16 Alarm)	1	***
ROA 219 5313/1	Printed Board assembly., (TRU Backplane RBS 2106, /2206)	1	***
ROA 219 5314/1	Printed Board assembly., (DXU Backplane only for RBS 2206)	1	***
RPM 513 1110/01700	Connection cable, (repair code "A" + critical "1" =>C.S. Conn.cable +24V, RBS2206)	1	***
RPM 513 1116/02500	Signaling cable, (repair code "A" + critical "1" =>C.S. LED-cable GSM syst, RBS2206)	1	***
RPM 513 1138/01700	Connection cable, (repair code "A" + critical "1" =>C.S. Conn.cable +24V, RBS2206)	1	***
RPM 513 1409/02500	Optical fiber cable, (repair code "A" + critical "1" =>C.S. for /2206)	1	***
RPM 513 1410/02500	Optical fiber cable, (repair code "A" + critical "1" =>C.S. for /2206)	1	***
RPM 513 852/00160	Connection cable, (Opto for RBS 2106, /2206)	1	***
RPM 513 852/00250	Connection cable, (Opto for RBS 2106, /2206)	1	***
RPM 513 904/02160	Cable, (repair code "A" + critical "1" =>C.S. Signal ESB RBS2206)	1	***
RPM 982 02/200	Optical cable w. connector, (repair code "A" + critical "1" =>C.S. L=200 MM, /2206)	1	***
Miscellaneous MSC/ BSC/BTS Spares			***
FAH 107 318/1	ET4-1 Spare, PDB board	per unit	***
FAH 107 318/2	ET4-1 Spare, CCF-LI board	per unit	***
FAH 107 318/3	ET4-1 Spare, ET-SFB board	per unit	***
NTZ 111 58/3	PCU Kit	per unit	***
FAB 102 863/4	Diplexers	per unit	***
CALEA Spares			***
SG-2100-03-01-10	Spare, CDDF, High Availability	per unit	***
SG-3100-03-01-10	Spare, GSA, High Availability	per unit	***

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11. Services

GSM Implementation Services			
Ericsson Part #	Description	Parameter	Net Price
MSC			
	Mini GTP MSC	per node	***
	MSC upgrade 84 to 168 T1	per node	***
	MSC (Model 1 336 T1) with APG40	per node	***
	Optional ETC cabinet	per node	***
BSC			
	BSC/TRC 450 with APG40	per node	***
	Remote BSC	per node	***
BTS			
	BTS 2206 3x2 with TMA support	per node	***
	BTS 2106 3x2 with TMA support	per node	***
	BTS 2206 dTRU Expansion	per node	***
	BTS 2109 1x4	per node	***
	BTS 2308	per node	***
OSS			
	GSM OSS R9.1	per node	***
TTY			
	E-CTM node	per node	***
GPRS			
	CGSN 3.0	per node	***
	Software Upgrade CGSN 3.0 to 5.0	per node	***
CALEA			
	CDDF	per node	***
	GSA	per node	***
	MFM	per node	***
Re-home			
	Re-parenting Nokia BSC to Ericsson MSC	per node	***
RF Services			
	Radio Design Review	per site	***
	Initial Tuning/Acceptance Test	per site	***

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GSM System Support & Hardware Support				
			Unit NET Annual Prices	
Ericsson Part #	Description	Parameter	In Warranty	Out of Warranty
System Support				
	Mini MSC Models	per node	***	***
	MSC Model 1-3	per node	***	***
	MSC-S	per node	***	***
	MGW	per node	***	***
	Remote BSC	per node	***	***
	BSC /TRC	per node	***	***
	TRU	per TRU	***	***
	OSS	per server	***	***
	TTY	per node	***	***
	CGSN 3.0	per node	***	***
	CALEA	per node	***	***
Hardware Support				
	Mini MSC Models	per node		***
	MSC Model 1-3	per node		***
	MSC-S	per node		***
	MGW	per node		***
	Remote BSC	per node		***
	BSC /TRC	per node		***
	TRU	per node		***
	OSS	per node		***
	TTY	per node		***
	CGSN 3.0	per node		***
	CALEA	per node		***
Note: All Support Services will be invoiced annually in advance.				

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CDMA Support & Maintenance			Unit NET Annual Prices	
Ericsson Part #	Description	Parameter	In Warranty	Out of Warranty
System Support				
	MSC Model 1-3	per Node	***	***
	MSC Model 4&up	per Node	***	***
	MSC Expansion	per Node	***	***
	BSC/TRC Model B-E	per Node	***	***
	BSC/TRC Model F&up	per Node	***	***
	BSC Expansion	per Node	***	***
	BTS Carrier	per Carrier	***	***
	OSS	per Server	***	***
	IWF	per unit	***	***
	PDSN	per Node	***	***
	HA	per Node	***	***
	AAA	per Node	***	***
	MPBN	per Node	***	***
	Site Router	per Node	***	***
	CALEA	per Node	***	***
Hardware Support				
	MSC Model 1-3	per Node	***	***
	MSC Model 4&up	per Node	***	***
	MSC Expansion	per Node	***	***
	BSC Model C, B1, C1 E1	per Node	***	***
	BSC Model F, F1 & up	per Node	***	***
	BSC Expansion	per Node	***	***
	BTS Carrier	per Carrier	***	***
	OSS	per Server	***	***
	IWF	per unit	***	***
	PDSN	per Node	***	***
	HA	per Node	***	***
	AAA	per Node	***	***
	MPBN	per Node	***	***
	Site Router	per Node	***	***
	CALEA	per Node	***	***
Note: All Support Services will be invoiced annually in advance.				

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	Parameter	Net Price
WCDMA Services		
Network Rollout		
MSC Server Implementation	Node	***
M-MGw R3.0 Implementation	Node	***
SGSN Dual Access Remote Upgrade	Node	***
GGSN Implementation	Node	***
RBS 3206 1x1 Implementation	Node	***
RBS 3206 2x1 Implementation	Node	***
RBS 3206 3x1 Implementation	Node	***
RNC 175 Implementation	Node	***
RXI Implementation	Node	***

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12. Ad Hoc Hardware Repair

Ericsson Part #	Description	NET Price
Repair Ad-Hoc		
BFL119155/1	CDU-G 800 MHZ	***
BTE101101/13	TRANSCEIVER - ATRM (50 Watts)	***
KRC1311004/2	dTRU 1900 MHZ EDGE	***
KRF201243/1	ATC QUAD FILTER	***
KRY11271/2	AMPLIFIER - ddTMA FB FOR GSM 1900 BYPASS	***
ROF1314255/1	PCB - EXALI-B3	***
ROJ208439/1	PRINTED BOARD ASSEMBLY - IPU	***
BOE60214/1	DXU-21	***
BFC90175/1	SUBRACK - TFM_DBM2	***
ROA1270293/2	MULTILAYERPRINTBOARD - CC1X64	***
KRC1311005/2	dTRU 800 MHZ EDGE	***
BMR960019/1	DC/DC-CONVERTER	***
BFB10951/2	PLUG IN UNIT - LARGE NODE PNA 768MB	***
ROA1270222/2	PRINTED BOARD ASSEMBLY - RX MRBS 08/1	***
BFL119153/1	COMBINER UNIT FOR 1900 MHZ	***
BML231202/1	PSU230 1200W +24VDC FC OPTO	***
ROJ208442/1	PRINTED BOARD ASSEMBLY - MAU	***
ROJ208351/1	PCB - CSPB	***
KRB1011119/1	TRANSMITTER UNIT - HPA, 54W, 800MHz	***
KRB1011121/1	TRANSMITTER UNIT - HPA, 40W, 1900MHz	***
NTM1970425/1	SET OF MATERIALS - GPS Kit, GPS Receiver Kit	***
ROJ1192106/3	PRINTED BOARD ASSEMBLY - GPB3	***
ROJ1192108/2	PRINTED BOARD ASSEMBLY - SCB	***
ROJ208437/1	PRINTED BOARD ASSEMBLY - POWC	***
ROJ1192170	PRINTED BOARD ASSEMBLY - PBA, GPS-TUB, BSC 1120	***
ROA1270223/1	PRINTED BOARD ASSEMBLY - TX MRBS 19 3C	***
ROA1270222/1	PRINTED BOARD ASSEMBLY - RX MRBS 19/1	***
ROJ20443/2	PCB - RPG3	***
KRC16184/7	RRU - 800 MHz TRANSCEIVER/RRU-M8	***
ROJ1192101/2	PRINTED BOARD ASSEMBLY - ET-M1	***
ROJ208440/1	PRINTED BOARD ASSEMBLY - DSU-1GW	***
BML435002/1	RECTIFIER (+24V)	***
BML435004/1	RECTIFIER - 24V 1700W FORCED COOLING	***
ROJ20416/4	PCB-RPP-BASIC	***
1/BPD10436/1	Condenser Fan (Climate)	***
ROJ208306/1	PCB - ET155-1-O	***
ROA1270223/2	PRINTED BOARD ASSEMBLY - TX MRBS 08 3C	***
ROJ1192175/1	PRINTED BOARD ASSEMBLY - MSB2	***
ROJ20432/1	PCB - PDSPL	***

ROJ208304/1	PCB - XDB	***
KRB1011125/1	TRANSMITTER UNIT - HPA, 60W, 800MHZ	***
2/BPD10435/1	SPARE PART - Heat Exchanger Extern.fan 24v	***
ROJ20416/6	PRINTED BOARD ASSEMBLY - RPP	***
KRY1011856/1	CXU-10	***

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13. WCDMA/UMTS

Description	Net Unit Price	Parameter
MSC		
CN Server 40i, R11 (ETSI&ANSI)	***	Node
MSC Basic SW	***	Per SCC
MSC Optional SW Package	***	Per SCC
Signaling Transport over IP (SIGTRAN)	***	Per SCC
Network Identity and Time Zone (NITZ)	***	Per SCC
CAMEL Phase 3 Support	***	Per SCC
Explicit Call Transfer (ECT)	***	Per SCC
Optimal Routing at Late Call Forwarding	***	Per SCC
Global Equal Access	***	Per SCC
Extended CAMEL Support	***	Per SCC
CAMEL Phase 2 Support	***	Per SCC
WCDMA to GSM Handover	***	Per SCC
MGW		
GMP V2.0 Base Configuration 205 (HS5)	***	Node
M-MGw R3.0 Main Basic SW License RTU	***	Per SCC
M-MGw R3.0 Main Optional SW Package	***	Per SCC
UMTS Lu Interface	***	Per SCC
OSS SW		
Core		
FAJ 121 91, Network Statistics Analyzer - Core, MGw	***	Per Node
FAJ 121 597, Statistical Data Mart - Core, MGw	***	Per Node
FAJ 122 847, Performance Statistical Alarms, MGw	***	Per Node
FAJ 121 890, Core Network Starter Package, MGw	***	Per Node
Radio		
Centralized Operations Support SS+BSS; FM Complete (BASIC)	***	Per SCC
BTS Configuration Management (BCM) SS+BSS	***	Per SCC
Measurement Result Recording (MRR) SS+BSS	***	Per SCC
Network Statistics Analyzer (NWS-A) SS+BSS	***	Per SCC
Performance Statistical Alarms (PSA) SS+BSS	***	Per SCC
Radio Network Recording (RNR) SS+BSS	***	Per SCC
Statistical Gateway (SGw) SS+BSS	***	Per SCC
Report Generator, Business Objects	***	Per SCC
Statistical Data Mart (SDM) SS+BSS	***	Per SCC
Statistical Measurement Initiator and Administration (SMIA) SS+BSS	***	Per SCC
GSN		
SGSN SW package	***	25K SAU
GGSN HW	***	Node

GGSN Basic Capacity SW Package	***	License
GGSN HSDPA SW package	***	50KPDP
Radio Network Hardware		
RXI 820	***	Node
RNC 3810	***	Node
RBS 3106 (1x1)	***	Node
RBS 3106 (2x1)	***	Node
RBS 3106 (3x1)	***	Node
UTRAN SW		
UTRAN Software (RNC & RBS & RXI) 32 CE step	***	32CE
HSDPA RTU Initial (5 codes/3cell carrier)	***	HS CC
Network Management		
OSS HW Package	***	Kit
OSS growth RTU, per W-Node	***	WRAN Node
Spares		
MSC Server Spares Kit	***	Kit
MGW Spares Kit	***	Kit
RNC	***	Kit
GGSN	***	Kit
HSDPA (128 DL CE board) 1 Board (1 board recommended for every 100 Node B)	***	Kit
RBS 3206 (1 kit recommended for every 100 RBS)	***	Kit
RXI 820	***	Kit
System Support	In Warranty	Out of Warranty
MSC-S	***	***
MGW	***	***
RNC	***	***
per CE	***	***
HSDPDA (per Node B)	***	***
GGSN	***	***
Hardware Support	In Warranty	Out of Warranty
MSC-S	***	***
MGW	***	***
RNC	***	***
RXI	***	***
per CE	***	***
HSDPDA (per Node B)	***	***
GGSN	***	***
Shipping		
Transportation per OSS server per trip	***	per node
RBS Transportation per base station per trip	***	per node
RNC Transportation per node per trip	***	per node
EPDU Cabinet per pair per trip	***	per node
Circuit Node Transportation per node	***	per node
Packet Node Transportation per node	***	per node

Misc. parts/Bulk order and all other deliveries		
Total value per sales order based on HW list price		
\$0 to \$2,500	***	per order
\$2,501 to \$10,000	***	per order
\$10,001 to \$75,000	***	per order
\$75,001 to \$150,000	***	per order
\$150,001 and above	***	per order
Transportation is applicable per trip.		
Expedite fee RCC_EXPEDITE is 1% to 5% of HW list per requirement		

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14. Training Services.

Training			Parameter	Net Unit Price
	Training Credit Unit		per CU	***

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CONFIDENTIAL TREATMENT REQUESTED

Exhibit 10.11(c) Redacted

EXHIBIT B

CDMA LAST-TIME-BUY

INQUIRY 10035657							
DESCRIPTION:		RBS 1130, MCPA Module, 800 MHz			Extended		
Item	Part #	Product Description	Qty	Price (each)	Contract Price	Discount	Net Price
1.1	NTM 197 0191/1	RBS 1130, MCPA Module, 800 MHz	***	***	***	***	***

INQUIRY 10032541							
DESCRIPTION:		CDMA NETWORK HARDWARE - BTS 1130 800 MHz, 1x1 (1 FA & 1 Sector) to 1x3 (1 FA & 3 Sectors) HW Expansion					
				Price	Extended		
Item	Part #	Product Description	Qty	(each)	Contract Price	Discount	Net Price
1. RBS 1130 800 MHz, 1x1 to 1x3 HW Expansion							
1.1	NTM 197 0191/1	RBS, 40W MCPA MODULE, 800MHZ	***	***	***	***	***
1.1	NTM 197 0195/1	RBS, RX DOWNCONVERTER, 800MHZ	***	***	***	***	***
1.1	NTM 197 0534/1	RBS, MTX UPCONVERTER, 800MHZ	***	***	***	***	***
1.2	NTM 197 0798/1	SET OF MATERIALS/DLNA, 876-886MHZ CO-LO	***	***	***	***	***
		RBS 1130 800 MHz, 1x1 to 1x3 HW Expansion TOTAL:	***	***	***		***

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10037708**CDMA NETWORK HARDWARE - BTS 1130 800 MHz, 1x3 (1 FA & 3 Sector) to 2x3 (2 FA & 3 Sector) HW****DESCRIPTION:Expansion,128CE**

				Price	Extended		Net
Item	Part #	Product Description	Qty	(each)	Contract Price	Discount Price	
1. RBS 1130 800 MHz, 1x3 to 2x3 HW Expansion, 64 CE							
	1.1	NTM 197 0160/1 CAM 128CE Card	***	***	***	***	***
		RBS, RX DOWNCONVERTER,					
	1.2	NTM 197 0195/1 800MHZ	***	***	***	***	***
		RBS 1130 800 MHz, 1x3 to 2x3 HW					
		Expansion, 64 CE TOTAL:	***	***	***	***	***

NOTE

The NTM1970720/1 CAM 64CE Card is not available. The replacement is the NTM1970160/1 CAM 128CE Card.

10037707**DESCRIPTION:128 CE Card**

Item	Part #	Product Description	Qty	Price (each)	Contract Price	Discount Price	Net
		PBA, CAM, 128CE, SPARE, RBS					
	1.1	NTM 197 0160/1 1130	***	***	***	***	***
			***	***	***	***	***
			***	***	***	***	***

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INQUIRY 10039423							
DESCRIPTION:	RCC ALEXANDRIA-MSC1 Expansion						
	Part #	Product Description	Qty.	Price (each)	Contract price	Discount	Net Price
1.1	ROY101118/1	PRINTED BOARD SET/EXPANSION KIT: CSPB BO	***	***	***	***	***
1.2	ROY101120/1	PRINTED BOARD SET/EXPANSION KIT: ET155-1	***	***	***	***	***
1.3	BAY111501/3	INSTALLATION KIT/DOORS + MANDATORY MECHA	***	***	***	***	***
1.4	NTM50346/20	SET OF MATERIALS/CABLE PACKAGE FOR ET4-1	***	***	***	***	***
1.5	17/BYB501/1	EARTHQUAKE PROOF SET/SINGLE CAB, CONCRET	***	***	***	***	***

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EXHIBIT C**CALCULATION OF AVERAGE SCC USAGE**

Prior to the end of each calendar quarter, Ericsson will generate the SCC usage report by running the command “LSLDP” on each MSC. Based on such report, Ericsson will use the following formula to calculate the average SCC usage of such calendar quarter:

$$\text{Average SCC Usage} = \frac{\text{Sum of peak SCC usage of each day in the calendar quarter}}{\text{Total number of days in the calendar quarter}}$$

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EXHIBIT D**SYSTEM SUPPORT AND HARDWARE SUPPORT****1. System Support**

During the Term, Ericsson shall make available to RCC the following maintenance and support services for the System (comprised of the network elements purchased by Customer from Ericsson and deployed by Customer in its network to the extent that Customer purchases system support for such network elements):

(a) General. RCC will request support for specific incidents from Ericsson with respect to the operation of the System by issuing a customer service request in accordance with the Incident Report guidelines set out in the Ericsson Procedures Manual (“CSR”). Ericsson will provide Help Desk and Emergency Support for the System, as well as Software Updates (as defined below).

When Ericsson receives a CSR, it will conduct an investigation of the issues reported by RCC and may provide an interim measure to address such issues. A CSR will be deemed closed when Ericsson provides RCC with a mutually agreed Restoration. Ericsson and RCC will work together in good faith to agree upon the appropriate severity level assigned to each CSR. A severity level cannot be lowered without the mutual agreement of the parties. Ericsson shall use the following four (4) severity levels with corresponding target times, to categorize reported problems:

<i>Severity</i>	<i>Accuracy</i>	<i>Remedy</i>	<i>Restoration</i>	<i>Response</i>
Emergency	98 %	4 hours	24 hours	15 min
High	70 %	24 hours		1 hour*
	98 %	72 hours	1 week	
Medium	70 %	1 week		8 hours*
	98 %	3 weeks	5 weeks	
Low	70 %	2 weeks		8 hours*
	98 %	6 weeks	12 weeks	

--	--	--	--	--

*: The Response time is applicable only during Normal Working Hours (as defined below).

Table 1. CSR Target Times.

NOTE 1: As of January 1, 2007, TDMA CSR target times will no longer apply.

NOTE 2: As of January 1, 2008, CDMA CSR target times will no longer apply.

Accuracy is defined as the percentage of CSRs or Lead Times that have met the applicable targets set out above for CSR Restorations and in section 2.g for Lead Times. Ericsson shall measure and track in writing Accuracy for Restorations only (“Accuracy”) each calendar month. Within 20 days of the close of each calendar month, Ericsson shall provide RCC with a written report of the Restoration Accuracy measurements for the previous calendar month. At the end of each calendar year, Ericsson shall determine the average

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monthly Accuracy measurements during that calendar year and provide that information to RCC in a written report with thirty (30) days of the close of the calendar year. Each time

- Remedy is defined as the action(s) required to restore the System or any equipment or software component of the System to a working condition or to isolate the problem to limit its effects. The Remedy may cause restrictions in functionality and System performance.

- Restoration is defined as the action(s) required to prevent the reoccurrence of a problem or any underlying causes of a problem. When a Restoration is implemented, the System, or any affected equipment or software component of the System is operating without negative impact

- Response is defined, in the case of a submitted Emergency or High severity CSR, as the first contact to Ericsson to RCC in response to RCC's report to Ericsson of such CSR. If the CSR is classified as Medium or Low severity, the Response is defined as the generation by Ericsson of a CSR reference number, which is generated automatically by the web-based CSR tool.

- An Emergency CSR is defined as:

- A complete equipment failure - the System equipment or software does not handle any traffic and a manual intervention is needed to restore the equipment or software;
- A major disturbance - disturbance in the System's functionality resulting in a traffic capacity decreases of more than 30% of the entire System or an individual mobile switching center or base station controller;
- A billing/charging function disturbance - the billing or charging function of the System equipment or software stops working or is seriously affected;
- A complete loss of input/output capability (I/O) or communication for business critical System equipment or software.

- High Severity CSRs are situations that may result in Emergencies if unresolved and include major problems or disturbances that affect the equipment or software in the System and require immediate action. Examples: Large restart / with reload, failure affecting billing, failure affecting connection with other operators, System crashes repeatedly or hangs, critical functionality is not available.

- Medium -Severity CSRs are severe problems or disturbances affecting a specific area of functionality, but not the whole System. Examples: Small restarts, degraded performance or incorrect behavior with minor impact to the System, failure of alarms, limited O&M functionality.

- Low Severity CSRs are general consultation and minor problems that have a minor effect on the functionality of the System equipment or software. Examples: Faults that do not disturb traffic or causes any loss of service, incorrect System printouts, documentation faults, minor design imperfections, operational questions.

(b) Help Desk. System support services for non-emergency CSRs relating to the System equipment or software shall be provided through the Help Desk via telephone at *** during the Normal Working Hours of 8:30 am - 5:00 pm RCC local time (limited to ET, CT, MT or PT) Monday to Friday, excluding all Ericsson holidays.

(c) Emergency Support. Support is provided by Ericsson for Emergency CSRs, as defined above, on a 24 hours a day, 7 days a week basis. Emergency CSR's must be submitted to Ericsson via telephone, at ***. Emergency support consists of telephone support and may include on-site support (where, upon RCC's

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written request for Emergency On-Site Support, Ericsson will dispatch a qualified technician to assist RCC with service restoration). It may also include the use of a remote connection to the node concerned, if authorized by RCC.

(d) Software Updates. Ericsson shall correct (e.g., by providing a patch, workaround or correction) any software error reported by RCC and reproducible by either party. Ericsson shall also provide RCC with all generally available Software Updates. As used herein, "Software Updates" means corrections to software faults, which will contain the appropriate load file, implementation instructions and user documentation and which will be tested, prior to supply thereof, on an appropriate System test plant. Effective January 1, 2007, Software Updates for TDMA will be limited to Emergency corrections for in-service performance-affecting faults.

1.1 Customer Service Request (CSR) Performance

In the event that Ericsson fails to meet the targeted CSR Performance Average (as specified in Table 2 below) during any calendar year of the Term, Ericsson shall issue RCC a credit toward the Annual System Support Fee calculated as follows:

Ericsson agrees to issue a credit when it fails to provide a Restoration to 90% of Emergency and High CSRs within the times listed in Table 1 in accordance with the applicable Accuracy specified therein ("CSR Performance"). The CSR Performance Average, as set out in Table 2, will be measured as the CSR Performance with respect to all closed RCC-issued CSRs for all Emergency and High severity CSRs, combined.

Effective January 1, 2007, CSRs relating to TDMA equipment and software in the System will not be included in the calculation of CSR Performance Average for the purposes of determining annual credits due.

Effective January 1, 2008, CSRs relating to CDMA equipment and software in the System will not be included in the calculation of CSR Performance Average for the purposes of determining annual credits due.

1.2 CSR Performance Average.

At the end of the calendar year, and no later than January 31st of the following calendar year, Ericsson will issue to RCC a credit equal to the credit as set forth in Table 2; provided that in no event will the annual credit exceed ten percent (10%) of the Annual System Support Fee paid by RCC to Ericsson for the System.

If the annual credit exceeds ten percent (10%) of the Annual System Support Fee in any calendar year, RCC shall have the right to terminate this Scope of Work, subject to providing Ericsson with prior written notice of 30 days.

CSR Performance Average	Annual Credit based on Annual System Support Fee
90.00% or Better	***
85.00% - 89.99%	***
80.00 % to 84.99%	***
75.00% to 79.99%	***
Less than 74.99%	***

Table 2 - CSR Performance Average

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2. Hardware Support

Hardware Support Services. Ericsson will provide RCC with the following hardware support services (“Hardware Support”) for the System (comprised of the network elements purchased by Customer from Ericsson and deployed by Customer in its network to the extent that Customer purchases Hardware Support for such network elements, but excluding the TDMA network elements), in accordance with the following:

(a) Service Execution. The operative routine involved in the execution of the Hardware Support is defined in the Ericsson Hardware Services Logistics Guide, a current version of which has been provided to RCC under separate cover. This document describes what is required from RCC and Ericsson in order to obtain an efficient parts repair flow with fast and accurate lead times.

(b) Description of Services. Ericsson shall, upon receipt of RCC's order for replacement of a faulty unit covered by this service, ship the replacement unit or the repaired unit within the stated Lead Time (see section 2.g).

(c) Requests for Hardware Support. RCC shall obtain authorization for Hardware Support according to the then current Ericsson Hardware Services Logistics Guide. The order number assigned and issued by Ericsson shall be used as a reference number in any future correspondence regarding the order.

(d) Shipping Routine. The faulty unit as specified in RCC's order for a repair or a replacement part shall be shipped by RCC to Ericsson at RCC's cost and in packing approved by Ericsson to the address specified in the Ericsson Hardware Services Logistics Guide.

(e) Exclusions. Calibration of System components and spare parts, remains the responsibility of RCC, and is not provided by Ericsson. Consumables, such as lamps, fuses, batteries, cables, etc., are also excluded from the Hardware Support services. These parts may be ordered and purchased by RCC, at an additional charge. Faulty parts sent by RCC to Ericsson for replacement are not included in these Hardware Support services if any of the events listed below have occurred. Under such situations, RCC agrees to pay the then current list price (for part) minus any applicable discounts and credits as per the Agreement plus shipping cost for replacement of that part.

- (i) The part was not used and maintained under normal conditions in accordance with the documentation, information and advice furnished by Ericsson;
- (ii) The part was damaged from causes beyond normal wear and tear (e.g. floods, physical damage, accident, etc.);
- (iii) Hardware damaged through improper storage, misuse, mishandling, packing or repair by RCC or a third party;
- (iv) The part has been combined with other software or hardware other than as agreed to between the parties in writing;
- (v) An attempt to modify or repair the part by any party other than Ericsson has occurred;
- (vi) Defect, non-conformity or deviation caused by inter-working equipment not supplied or approved by Ericsson, or any engineering or installation not carried out by Ericsson, but not including customary interconnection by standard interfaces with other telephony equipment in a manner consistent with industry practices;

(f) Limitations.

- (i) Service requests for parts and materials that have passed last time buy will be repaired based on then current availability and corresponding lead time.
- (ii) Emergency replacements are based on availability of the requested part in the local region where the part is required;

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- (iii) Emergency Replacements are shipped to destinations reachable within 24 hours from Ericsson's supply location using standard and reasonable transportation as commercially available, unless other transportation is specifically agreed upon;
- (iv) Delays in customs clearance and other circumstances beyond Ericsson's control are not counted in the calculation of lead times;
- (v) Repair capability is only available until January 1, 2007 for RBS 882, some units may be discontinued earlier;
- (vi) Repair capability is only available until January 1, 2007 for BYB 202, some units may be discontinued earlier;

- (g) Performance. Standard spare parts replacement lead times ("Lead Times") are calculated from Ericsson's receipt of the faulty unit to the shipment of the replacement equipment from Ericsson's supply location. Lead Times are measured in calendar days. The Lead Times for emergency parts replacement are calculated from the issuance of the return material authorization (RMA) by Ericsson, to the receipt of the replacement unit by RCC.

Hardware Support Services	Lead Time	Accuracy
Standard Spare Parts Replacement Service	21 Days	95%
Emergency Parts Replacement	24 Hours	Based upon availability

RCC may request an emergency parts replacement when it is experiencing a hardware failure affecting RCC end-user services, and no known available spare is in RCC's possession. For emergency parts replacement service, RCC shall ship replaced item within 10 business days of receipt, or Ericsson will invoice RCC at the then current list price (for part) minus any applicable discounts as per the Agreement plus shipping cost for replacement of that part.

3. RCC Responsibilities

In order for Ericsson to be able to supply the Services under this Exhibit D, RCC must fulfill the following obligations. RCC shall:

- (a) Allow Ericsson to establish remote connection to RCC's System whenever Ericsson deems necessary. Ericsson will receive authorization from RCC prior to establishing the connection. Remote connection must provide a secure transmission between Ericsson and RCC through encryption and tunneling techniques, such as a Remote Support Gateway (RSG). RCC and Ericsson shall test the Remote Connection prior to the commencement of the Services and periodically afterwards to ensure connectivity;
- (b) Provide Ericsson with (i) information and documentation in connection with the current System's software and hardware configuration and attached services and (ii) regular and accurate statistical information regarding the performance of the System as specified in the Procedures Manual;
- (c) Provide Ericsson with all necessary information and documentation required to perform its obligations under this SOW and to solve a CSR;
- (d) Allow Ericsson to perform periodic audits of the System for its network configuration;
- (e) Carry out the recommended operation and maintenance of the System and seek to remedy all faults which can reasonably be remedied and handle problems which can reasonably be handled without expert assistance from Ericsson;

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- (f) Keep an operational logbook and record of faults;
- (g) Ensure its maintenance personnel are sufficient in number and have been adequately trained and are competent to carry out RCC's obligations stipulated;
- (h) Appoint suitable personnel for the purpose of liaison with Ericsson relating to the Services;
- (i) Maintain a security back up of RCC generated data/information in the System;
- (j) Keep the System upgraded within the latest two major (2) software release levels;
- (k) Provide Ericsson with full information during and after any incidents and CSRs. This includes, but is not limited to, information about network changes, addition or removal of network elements as well as any pertinent information about events leading up to an incident or CSR;
- (l) Provide Ericsson's service personnel, at no cost, with appropriate access to the System and, while at equipment site, with spare parts and applicable maintenance tools, operating supplies and consumable items such as paper, magnetic tapes, ribbons, cards, format tapes, disk cartridges and such similar items as RCC would use during normal operation;
- (m) Provide consistent and reliable environmental conditions for the System, including, without limitation, temperature, humidity, earthquake control, weather and security, in accordance with the applicable specifications;
- (n) Report, without delay, any changes to the System or in the conditions of its use that are likely to affect the Services provided by Ericsson under this Exhibit D;
- (o) Provide staff to conduct field testing after the loading of Software Updates; and
- (p) Implement Software Updates within 30 days for ACA's (correction packages) and 5 days for ECA's (emergency corrections) and emergency bulletins/flushes.

4. **Fees**

- (a) **Annual Support Fee.** The annual support fee for the Services (except for the Emergency on-site support and Emergency Parts Replacement) includes the following:

1.1 **CDMA ,GSM, WCDMA/UMTS Support Fees:**

The fees for Support Services are set out in Exhibit A.

1.2 Ericsson shall conduct an annual CDMA and GSM audit at the end of each calendar year to identify each software and hardware element subject to this Exhibit D and calculate the CDMA and GSM Support Fees due for the following year. Ericsson shall provide this information (the "Audit Results") to RCC and RCC shall independently verify it and advise Ericsson of its acceptance or rejection within 30 days of its receipt of the Audit Results, failing which RCC will be deemed to have accepted them. RCC shall have the right, subject to providing written notice of 120 days, to elect not to receive support services for any CDMA or GSM Hardware or Software elements by electing to remove such elements from the Audit Results. Once Ericsson receives the final Audits Results minus any CDMA and GSM Hardware or Software elements RCC elected to remove from the Audit Results, Ericsson shall provide a final

quote to RCC for the CDMA and GSM Support Fees due for the following year (“Annual CDMA and GSM Support Fees”), RCC shall then issue Ericsson a PO and shall pay the Annual CDMA and GSM Support Fees in advance pursuant the PO.

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1.3 Each quarter Ericsson shall conduct an audit to identify any changes to the software and hardware subject to this SOW and calculate the CDMA and GSM Support Fees due to reflect the changes in the hardware and software (the "Quarterly Audit Results"). RCC shall independently verify the Quarterly Audit Results and advise Ericsson of its acceptance or rejection within 30 days of its receipt of the Quarterly Audit Results, failing which RCC will be deemed to have accepted them. Once the parties mutually agree to the changes in the CDMA and GSM software and hardware elements subject to this SOW and the corresponding Support Fees or upon acceptance or deemed acceptance of the Quarterly Audit Results, Ericsson shall, if applicable, provide a quote to RCC for the difference between the CDMA and GSM Support Fees due to reflect the changes in the hardware and software and the Annual CDMA and GSM Support Fees, and RCC shall, if applicable, issue a PO and shall pay in accordance with the PO.

(b) Emergency On-Site Support Fee In the event that at RCC's request, Ericsson provides on-site support to RCC, RCC will pay to Ericsson (i) a fee, on a time and material basis, at the rates according to the table below, (ii) the then current prices of the parts and materials provided by Ericsson to RCC in connection with such on-site support, (iii) the travel and living charges in connection with such on-site support as set out in the table below, and (iv) any out-of-pocket expenses incurred by Ericsson in connection with the on-site support. Ericsson will invoice RCC the stated fees at the completion of the on-site visit and payment will be made within 15 days of the date of the invoice. A minimum of 8 hours will be charged for each on-site visit.

On-site Support Prices

Item	Price	Description/Comment
Engineer	\$***/hour	Minimum charge is eight hours. Travel and expenses are not included in this fee.
Living Expenses	\$***/day	This fee is only applied if staff is not local to site assisted.
Air Travel Expense	\$***/visit *	This fee is only applied if staff is not local to site assisted.

*Other travel expenses will be charged if applicable.

(c) Emergency Parts Replacement Service. In the event that at RCC's request, Ericsson provides Emergency Parts Replacement support to RCC, RCC will pay an emergency service expedite fee of \$***for each replacement part delivered by Ericsson to RCC on an emergency basis. This fee is in addition to the Annual System Support Fee in section 1. For hard to reach destinations, additional transportation and customs fees may apply for Emergency Parts Replacement requests. Fees are due upon RCC's receipt of the emergency replacement unit.

Emergency Parts Replacement

Service	Net Price
Emergency Parts Replacement	\$ ***per item

All above fees are quoted in U.S. Dollars and exclude applicable taxes and net of any discount.

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EXHIBIT E**EXISTING SOFTWARE FEATURES**

Purchased GSM BSS Software Features	
Ericsson Part #	Description
Basic Software	
INF 901 2351/U1	Centralized Operations Support SS+BSS; FM Complete (RC-3 BASIC)
Basic Software Features	
	Cellular Network Activity Manager (CNAM)
	Database (DB)
	X-Terminal Solution (XTERM)
	TMOS Security Services (TSS)
	TMOS Basic Service (TBS)
	Geographical and logical Network Information Presentation (GNIP)
	Standard Map (SMP)
	OMC Flashboard (OMCFB)
	Database Services (TDS)
	OSS Client Solution (OCS)
	Command Handler (CHA)
	File Transfer and Management (FHA)
	Element Management Accessories (EMA)
	Basic Network Surveillance Interface Manager (BNSI-M)
	Basic Network Surveillance Interface Agent (BNSI-A)
	Fault Management Viewer (FMV)
	Recovery and Diagnostic Tools (RDT)
	CORBA Alarm IRP manager (CIRPM)
	SNMP Manager (SNMPM)
	Text Alarm Toolkit, Runtime (TXTR)
	Basic OSS Administration (BOA)
	Command Handling, Winfiol (WFIOL)
	External Access Module (EAM)
	Fault Management Basic (FMB)
Premium Feature Package	
INF 202 1325/NC1	BTS Configuration Management (BCM) SS+BSS
INF 202 1328/NC1	Measurement Result Recording (MRR) SS+BSS
INF 202 1338/NC1	Network Statistics Analyzer (NWS-A) SS+BSS
INF 202 1342/NC1	Performance Statistical Alarms (PSA) SS+BSS
INF 202 1318/NC1	Radio Network Recording (RNR) SS+BSS
INF 202 1340/NC1	Statistical Gateway (SGw) SS+BSS
INF 202 1051/NU	Report Generator, Business Objects
INF 202 1341/NC1	Statistical Data Mart (SDM) SS+BSS
INF 202 1339/NC1	Statistical Measurement Initiator and Administration (SMIA) SS+BSS

FAJ 122 474	Frequency Allocation Support Upgrade
FAJ 122 477	Neighboring Cell Support - GSM, Upgrade
FAJ 122 631	Traffic Estimation Tool, Upgrade

Purchased GSM BSS Software Features	
Ericsson Part #	Description
Basic Software	
FAP 131 177	BSS Basic R12 SW Package
FAJ 121 21 /1	BTS - Short Time to Operation
FAJ 121 22 /1	Support of AXE 810 - APG40
FAJ 121 23 /1	Support of AXE 810 - APT1.5
FAJ 121 24 /1	Increased Capacity on Abis
FAJ 121 26 /1	Transcoder Pool Handling
FAJ 121 27 /1	Easy Handling of Managed Objects
FAJ 121 28 /1	BSS R9 System Improvements
FAJ 121 30 /1	High Speed Signaling Link
FAJ 121 050/1	BSS R9.1 System Improvements
FAJ 121 054	Frequency Hopping on 32 Frequencies
FAJ 122 1093/1	Local Synchronization Reference
FAJ 122 117/1	Flexible Channel Allocation
FAJ 122 151/2	Software Load of RBS 2000
FAJ 122 152/2	Flexible SDCCH Handling
FAJ 122 155/2	Software Load of RBS 200
FAJ 122 165/1	RBS 2000 Digital Path Supervision
FAJ 122 180/2	Channel Event Recording
FAJ 122 181/1	Handover of Traffic at Channel Blocking
FAJ 122 195/1	Alarm Co-ordination
FAJ 122 197/1	Alarm Suppression
FAJ 122 199/2	Improved Configuration of BTSs
FAJ 122 200/1	Improved RBS 200 Software Download
FAJ 122 202/1	Data Channels
FAJ 122 204/1	Support of A5/1 Ciphering Algorithm
FAJ 122 205/1	Manual Access Control
FAJ 122 209/2	Handover in BSS
FAJ 122 210/2	Paging
FAJ 122 212/1	Radio Link Failure Supervision
FAJ 122 213/1	Diversity
FAJ 122 219/1	Traffic Channels Submultiplexing (3 PCM Time Slots per TRX)
FAJ 122 220/3	Supported Combinations of Channel Types per TRX
FAJ 122 221/1	Switch in RBS 200 (Transmission Radio Interface)
FAJ 122 226/1	AXE 10/IOG 11 Interface Towards OSS
FAJ 122 231/2	BSC Supervision Functions
FAJ 122 233/3	Call Path Tracing in BSC
FAJ 122 238/8	Traffic and Event Measurements in BSC

FAJ 122 239/5	Cell Traffic Recording
FAJ 122 240/1	Processor and Exchange Load Measurements in BSC
FAJ 122 245/1	Automatic Reconfiguration of BCCH and SDCCH
FAJ 122 246/1	Automatic Reconfiguration of TRAU's (Transcoders)
FAJ 122 247/1	Redundant Control of TRIs
FAJ 122 252/1	Subscriber Identity Confidentiality, Use of TMSI
FAJ 122 253/1	Support for SMS Point-to Point in BSS
FAJ 122 259/6	Locating
FAJ 122 264/1	Loudness Adjustment in TRAU
FAJ 122 267/1	Multiple Cells per TG
FAJ 122 273/2	Initiation Handling of Cells
FAJ 122 274/2	RBS 200 Digital Path
FAJ 122 276/1	TRH Load Regulation
FAJ 122 279/2	Undefined Neighbouring Cells Recording
FAJ 122 281/1	Standby Synchronization of the TRI
FAJ 122 282/1	TRH Redundancy
FAJ 122 285/1	Combined Control Channels
FAJ 122 286/1	Assignment to Another Cell
FAJ 122 294/1	TRA Software Handling
FAJ 122 296/3	Transceiver Tester (TRXT) Controlled by BSC
FAJ 122 299/4	Mobile Traffic Record
FAJ 122 300/1	Back-up in Main Store
FAJ 122 305/1	TRA in Pool Handling
FAJ 122 306/1	BSS Connectivity Test
FAJ 122 309/1	PCM-B Transmission Link
FAJ 122 311/1	Dynamic Allocation of Transcoder Resources
FAJ 122 313/2	Release of Sequential Events (FORLOPP)
FAJ 122 314/2	Shorter Speech Interrupts at Handover
FAJ 122 316/1	MNC Expansion
FAJ 122 352/1	Multidrop at RBS 2301 (Micro)
FAJ 122 37/1	Selective Restart
FAJ 122 382/1	Increased number of neighbouring cells
FAJ 122 385/1	2 Mbit/s E1/G.703 Long Haul
FAJ 122 393/1	Multidrop at RBS 2000 (Macro)
FAJ 122 396/2	Active BA-list Recording
FAJ 122 397/1	Cell Relocation Support Between BSCs
FAJ 122 416/1	Handling of Synchronization Reference
FAJ 122 426/1	Handling of RBS Capabilities
FAJ 122 431/1	Support for Special Cell Configurations
FAJ 122 442/1	Improved Handling of Emergency Calls in RBS
FAJ 122 443/1	TRC-BSC Overload Control
FAJ 122 445/2	Managed Object Recovery
FAJ 122 446/1	Improved BSC-OSS Interworking
FAJ 122 447/2	Increased Paging Capacity
FAJ 122 453/1	Handling of External RBS Hardware

FAJ 122 516/1	Year 2000 compliance
FAJ 122 548/1	System Information, GSM Phase 2
FAJ 122 549/1	GSM Phase 2 Support
FAJ 122 550/1	Switch in RBS 2000 (DXU)
FAJ 122 557/2	Remote function change
FAJ 122 557/3	Remote function change
FAJ 122 580/1	Overload Protection in TRH
FAJ 122 581/1	Flexible Alarm Classification
FAJ 122 584/1	TMA dual alarm
FAJ 122 59/1	TRH Load Distribution
FAJ 122 610/1	Supervision of Digital Paths Connected to the BTS
FAJ 122 699/1	Mix of ETC-Types in BSC
FAJ 122 700/1	BTS Backwards compatibility
FAJ 122 720/1	Enhanced BTS Program & Load of RBS 2000
FAJ 122 830/1	External Alarm Connection and Presentation Locally at Site
FAJ 122 87/1	Support of 1,020 TRXs
FAJ 122 879/1	Optimized default allocation of MAIO
FAJ 122 893/1	AXE Hardware Inventory in BSC
FAJ 122 904/1	Double BCCH Allocation (BA) Lists
FAJ 122 908/1	Support for New BTS
FAJ 122 913/1	Immediate Assignment of TCH
FAJ 122 915/1	Channel Administration
FAJ 122 923/1	Differential Channel Allocation
FAJ 122 994/1	Support of A5/2 Ciphering Algorithm
BSS Premium Software - Software CAP Features	
	BSS Premium Software Package
FAJ 121 052/1	Multi Band BSC
FAJ 121 053/1	Multi Band Services
FAJ 121 055/1	AMR
FAJ 121 056	GPRS coding scheme 3 and 4
FAJ 121 060/1	Flexible Priority Handling of Packet DataChannels
FAJ 122 067/1	LAPD Concentration
FAJ 122 072/1	OMT License (BSS R9)
FAJ 122 078/1	Transmitter Coherent Combining (TCC)
FAJ 121 32/1	Quality of Service & Scheduling/64kbps
FAJ 121 50/1	Real Time Event Data
FAJ 121 51/2	Flexible Positioning Support
FAJ 121 52/1	Extended Range Cell 121 km
FAJ 121 53/1	BCCH in Overlaid Subcell
FAJ 122 89/1	LAPD Multiplexing, RBS 2000
FAJ 122 256/1	Discontinuous Transmission (DTX) Uplink
FAJ 122 260/3	Dynamic MS Power Control
FAJ 122 284/5	SMS Cell Broadcast
FAJ 122 287/1	Discontinuous Transmission (DTX) Downlink
FAJ 122 288/1	Frequency Hopping

FAJ 122 289/1	Handover of SDCCH Priced
FAJ 122 290/2	Intra-cell Handover
FAJ 122 315/1	Half Rate Channels
FAJ 121 329/1	Enhanced Full Rate (EFR)
FAJ 122 344/1	Transmission Performance
FAJ 122 345	Remote Operation and Maintenance Terminal
FAJ 122 357/1	1.5 Mbit/s T1/DS1 Long Haul
FAJ 122 381/1	NF 381.1 Adaptive Config of SDCCHs-
FAJ 122 395/1	Frequency Allocation Support
FAJ 122 398/1	Frequency re-configuration with minimum disturbance
FAJ 122 399	Statistics Based on Measurement Results
FAJ 122 428/1	Advanced Handling of Fast Moving Mobiles
FAJ 122 429/1	Handover Power Boost
FAJ 122 430/1	Dynamic Overlaid/Underlaid Subcells
FAJ 122 433/1	Efficient Priority Handling
FAJ 122 435/1	Support of Remote BSC
FAJ 122 438/2	High Speed Circuit Switched Data (HSCSD)
FAJ 122 524/1	TX - Diversity (2301 only)
FAJ 122 534/1	TX Diversity (BSC SW)
FAJ 122 572/2	GPRS Support per 64kbps
FAJ 122 573/1	HCS supprt for m-layered ntwrks
FAJ 122 574/1	14.4 kbit/s Circuit Switched Data
FAJ 122 582/2	Dynamic Half Rate Allocation
FAJ 122 583/1	SQS, Speech quality supervision
FAJ 122 594/1	Software Power Boost
FAJ 122 639	Mobile Crosstalk Control (MCC)
FAJ 122 854/1	RBS 2000 synchronisation
FAJ 122 870/1	Flexible MAIO Management
FAJ 122 909/1	Idle Channel Measurement
FAJ 122 910/3	Dynamic BTS Power Control
FAJ 122 911/1	Cell Load Sharing
FAJ 121 588	U-TDOA Support (Lb+ interface) - Added (\$170)
INF 902 1817/1	Support for 1024 cells in BSC - Added 2006 Addendum

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BSS Premium Optional Software Features - Purchased on some sites	
FAJ 121 353/1	AMR Power Control
FAJ 121 358/1	AMR Half Rate
FAJ 121 31/1	EDGE SW including BTS EDGE SW and BSC EGPRS SW
FAJ121589/1	ECGI Support in BSC per tru
FAJ121588/1	ECGI Support in BSC per tru

Purchased MSC Software	
Ericsson Part #	Description
Basic Software	
FAP 131 138	MSC Basic R12 SW
FAJ 122 01/2	Basic Traffic Control in MSC/VLR
FAJ 122 04/1	Roaming in MSC/VLR
FAJ 122 06/1	Call Routing
FAJ 122 07/1	IMSI Attach/Detach
FAJ 122 08/2	Basic Mobile Switching Services
FAJ 122 09/1	DTMF Signalling
FAJ 122 17/6	Handover in MSC/VLR
FAJ 122 18/4	Basic Security Features in MSC/VLR
FAJ 122 24/3	Administration of Data in MSC/VLR
FAJ 122 31/1	MS Purging in MSC/VLR
FAJ 122 33/4	Performance Management in MSC/VLR
FAJ 122 35/3	Handling of Reset in MSC/VLR
FAJ 122 36/3	Tracing
FAJ 122 42/1	Activity Supervision
FAJ 122 52/6	Base Station System Application Part in MSC/VLR
FAJ 122 120/2	ANSI ISUP
FAJ 122 131/1	Definition of Geographical Locations
FAJ 122 132/1	Provision of Location
FAJ 122 158/1	Load Management
FAJ 122 159/2	Test and Fault Management
FAJ 122 175/1	Analogue Test Telephone
FAJ 122 188/1	GSM phase 2 signalling for supplementary services
FAJ 122 222/3	Support of Multiple Speech Coders
FAJ 122 295/1	Automatic Lifeline Testing
FAJ 122 296/1	Automatic Backup Handling
FAJ 122 328/1	MNC Expansion
FAJ 122 341/1	Application Modularity (AM) in AXE
FAJ 122 379/1	ISUP Monitor
FAJ 122 479/1	7-Digit Dialing
FAJ 122 598/3	Remote Software Change

FAJ 122 623/1	Keeping of VLR Data
FAJ 122 662/1	Duplication of Recordable Phrases
FAJ 122 826/1	Back-Up in Main Store
FAJ 122 880/1	TCP/IP support in MSC
FAJ 122 897/1	AXE Hardware Inventory
FAJ 122 919/1	Common Channel Signalling System No. 7, ITU Type
FAJ 122 920/1	Common Channel Signalling System No. 7, ANSI Type
FAJ 122 922/4	Mobile Application Part (MAP)
FAJ 122 926/5	AXE Hardware Supported by MSC/VLR
FAJ 122 948/1	Roaming between GSM and WCDMA
FAJ 122 949/2	Media Gateway Selection
FAJ 122 953/1	Datacom Base
FAJ 122 957/2	Basic Charging
FAJ 122 1017/1	Message at Call Set-up
FAJ 122 1030/1	Support for Automatic Correction Deployment
FAJ 122 1071/1	Equal Access in MSC
FAJ 122 1073/1	Feature Group B and D
FAJ 122 1076/1	Transmission Maintenance of T1
FAJ 122 1086/1	SS7 Performance Management
FAJ 122 1087/1	R1 Signaling
FAJ 122 1132/2	Release of sequential events (Forlopp)
FAJ 122 1150/1	Propagation Delay Determination Procedure in MTS
FAJ 122 1151/3	ETSI-ISUP (ISUP 4.6)
FAP 131 137	MSC Extended Basic R10 SW Package
FAJ 122 03/1	Transmission Performance Supervision of T1 Trunks
FAJ 122 11/3	Call Forwarding Services in MSC/VLR
FAJ 122 13/2	Call Barring Services in MSC/VLR
FAJ 122 20/1	Accounting
FAJ 122 55/1	Announcement on ringtone time out
FAJ 122 68/2	Fax Service
FAJ 122 69/2	Call Waiting and Call Hold
FAJ 122 90/1	Multi Party Service
FAJ 122 91/2	Calling Line Identification Services
FAJ 122 93/3	Operator Determined Barring in MSC/VLR
FAJ 122 97/1	Announcement at Disconnection (Post Answer)
FAJ 122 99/1	Routing of Call from a Grey listed IMEI
FAJ 122 108/1	FTAM
FAJ 122 141/1	SS7 Supervision
MSC Premium Software - Software CAP Features	
	MSC Premium Software Package
FAJ 122 15/4	Advice of Charge in MSC/VLR
FAJ 122 63/1	National Roaming
FAJ 122 66/5	Short Message Services
FAJ 122 73	Single Personal Number in MSC/VLR
FAJ 122 85/1	MAP based interface MSC/VLR-EIR

FAJ 122 86/2	MAP based interface MSC/VLR-SMS-C
FAJ 122 95/2	Dual Numbering in MSC/VLR
FAJ 122 129	Geographical Differentiated Charging
FAJ 122 130/1	Handling of Half Rate
FAJ 122 138/1	Local Subscription
FAJ 122 139/1	Regional Subscription
FAJ 122 177	Unstructured SS Data in MSC/VLR
FAJ 122 207	Support of Multiple Frequency Bands in MSC/VLR
FAJ 122 329/1	Support for Subscription Type Dependent Analysis
FAJ 122 339	HLR Initiated Call Tear Down
FAJ 122 354/1	Linking of Call Data Records in MSC and SSF
FAJ 122 448/1	Linking of Call Data Records Inter - MSC
FAJ 122 460/1	Account Codes in MSC/VLR
FAJ 122 468	Local Number Portability
FAJ 122 469	Mobility Related Triggers in MSC/VLR
FAJ 122 493	Call in Progress Tone
FAJ 122 500/1	Geographic Co-ordinates in MSC/VLR
FAJ 122 514/1	ANSI-/ITU SCCP Overhead Converter
FAJ 122 525/2	FCC E911 Service
FAJ 122 535/2	Event Triggered Call Data Record
FAJ 122 568/4	Legal Intercept in MSC/VLR
FAJ 122 587/1	IAS Central Access Server
FAJ 122 611	Support of GPRS Mobiles in Operation Mode A or B
FAJ 122 619/1	eMLPP
FAJ 122 624/2	Support of Mobile Traffic Recording
FAJ 122 861/1	Enhanced Emergency Call Routing
FAJ 122 883	Flexible Variable Phase handling for Announcement Services
FAJ 122 898/1	Mobile Cross-Talk Control for Echo Cancellers
FAJ 122 899/2	Radio Network Call Release Reason in CDR
FAJ 122 927/1	Gateway Message Screening
FAJ 122 935/1	Internet IWF
FAJ 122 954	High Speed datacom Service
FAJ 122 984	Hot Billing
FAJ 122 1009/1	SMS Contents Based Charging
FAJ 122 1011/2	Positioning
FAJ 122 1016	Support of Equivalent PLMN
FAJ 122 1021	Support for Text Telephony (TTY)
FAJ 122 1117	Mobile Subscriber Priority Level for Channel Allocation
FAJ 122 1131/1	Enhanced IMEI check
FAJ 122 1155/4	Circuit Pool Handling
FAJ 122 1157	Indication of Mobile Tariff Area to Mobile Subscriber
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FAJ 121 301/1	CAMEL Phase 3 Support (Added 2006)
FAJ 121 331/1	Optimal Routing at Late Call Forwarding (Added 2006)
FAJ 121 396/1	Wireless Priority Service - Initial Operating Capability (Added 2006)

FAJ 122 499/1	Extended CAMEL Support (Added 2006)
FAJ 122 618/2	CAMEL Phase 2 Support (Added 2006)

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

RCC and Ericsson Confidential & Proprietary
Restated and Amended Master Purchase Agreement

EXHIBIT F

**REDACTED COPY
OF
RESTATED AND AMENDED MASTER PURCHASE AGREEMENT**

See Attached.

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Purchase and License Agreement

Supplement No. 1 “CDMA” to the Purchase and License Agreement No. 27090

Support Plan Solutions

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Exhibit B

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Exhibit F

Exhibit G

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

This Purchase and License Agreement (“Purchase and License Agreement”) is between **Nortel Networks Inc.** (“Nortel”) and **Rural Cellular Corporation** (“Customer”) effective as of the last date signed. Additional terms related to Customer’s purchase or license of Products or Services may be added by written agreements executed by authorized representatives of each party (“Supplements”) referencing the Purchase and License Agreement, and, together with the Purchase and License Agreement, will be referred to collectively as the “Agreement.”

1. Definitions.

- a) “Documentation” means documentation provided by Nortel relating to Products.
- b) “Furnish-only” means Products which Customer is responsible for installing.
- c) “Hardware” means a Nortel machine or components.
- d) “Order” shall have the meaning set forth in Section 2 below.
- e) “Products” means any Hardware, Software or Third Party Vendor Items provided under this Agreement.
- f) “Services” mean the activities to be undertaken by Nortel under the Agreement and pursuant to an Order, including, but not limited to, engineering, maintenance and installation, implementation, design, consulting, business planning, network planning and analysis.
- g) “Software” means computer programs in object code form or firmware which is owned or licensed by Nortel, its parent or one of its subsidiaries or affiliates, and is copyrighted and licensed, not sold. Software consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings or pictures) and related licensed materials including all whole or partial copies.
- h) “Statement of Work” is a document prepared by Nortel and provided to Customer, describing the deliverables, estimated timelines, assumptions, responsibilities and other relevant terms specific to a project and an Order. A Statement of Work, if applicable, shall be governed by the terms and conditions of, and constitute a part of, this Agreement.
- i) “Third Party Vendor Item” means any non-Nortel hardware (“Third Party Hardware”) and/or non-Nortel software (“Third Party Software”) supplied to Customer under this Agreement.

2. Orders.

Customer may acquire Products or Services by issuing a written purchase order signed by an authorized representative or, if Customer is enrolled in any then current Nortel electronic commerce program, by submitting electronic orders (collectively, “Orders”). All Orders shall reference this Agreement or Agreement number, if applicable, and specify the quantity, price, Nortel quotation or proposal number, billing instructions, installation location, requested delivery dates, identification of any Services ordered, requested commencement date for Services, and Statement of Work, as applicable. All Orders will be governed by and cannot alter the terms and conditions of this Agreement. Nortel’s written or electronic communication accepting the Order, shipment of Products or commencement of Services will be Nortel’s acceptance of Customer’s Order. Nortel reserves the right to i) reject an Order and (ii) to charge a cancellation fee for Order cancellations as requested by Customer and authorized by Nortel. The cancellation fee are as follows:

60-30 days prior to ship: fifteen percent (15%) of the difference in the net price of the Products or Services canceled

<30 days prior to ship: twenty-five percent (25%) of the difference in the net price of Products or Services canceled

<20 days prior to ship: thirty percent (30%) of the difference in the net price of Products and/or Services canceled, except as otherwise set forth in an applicable Supplement.

Customer agrees that all electronic Orders issued are equivalent to a written Order, are governed by the terms and conditions of this Agreement and that in the event of any conflict between this Agreement and the information contained in Customer’s or Nortel’s electronic commerce website, this Agreement governs.

3. Changes to Orders.

The parties may, by mutual agreement, make changes to an Order (“Change”). The party asking for a Change shall describe in writing the details of the requested Change (“Change Order Request”). Nortel shall provide in writing to Customer a summary of any and all adjustments to the charges and other changes resulting from the Change Order Request. In no event shall any Change be effective or acted upon in any way until such time as i) an authorized representative of each party has agreed to the terms of the Change Order Request in writing and ii)

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Nortel has received an Order from Customer for any additional charges resulting from the Change Order Request.

4. Licensed Use of Software.

Nortel grants Customer a personal, nonexclusive, nontransferable (except in connection with an assignment permitted by Section 16 a) below), nonsublicenseable license to internally: a) install and execute the copy of the Software solely i) to the extent of the authorized activation or authorized usage level and solely for the purpose specified in the Documentation, ii) in the country where the Software was delivered, and iii) with specifically designated Hardware and/or with Nortel authorized customer furnished equipment (“CFE”) (collectively, the “Licensed Use”); b) use the associated Documentation solely in support of such Licensed Use; and c) make a single copy of the Software and associated Documentation solely for backup purposes. Customer agrees to maintain an accurate record of the whereabouts of the Software and any backup copy. Nortel and/or its suppliers (as applicable) retain all right, title and interest in and to the Software and Documentation, including any derivatives thereto and copies thereof.

5. License Restrictions.

Except as expressly authorized in accordance with the Licensed Use, Customer shall not a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, Documentation, or any copy thereof; b) improve, enhance, revise, modify or make any other derivatives of the Software, Documentation or any copy or part thereof; and/or c) merge, link, compile or combine the Software or any part thereof, or any copy thereof, with any other software or other item(s). Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof and shall not upload onto the Internet, permit downloading from the Internet or making the Software accessible to third parties via the Internet. Customer shall not destroy, remove or otherwise alter any copyright notice(s) on the Software and Documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this License. Nortel suppliers of Software and Documentation (or any part thereof) are beneficiaries of this provision. Customer acknowledges that the Software and Documentation are and/or contain trade secrets and agrees that the Software and Documentation shall be treated as Confidential Information as set forth in Section 12 hereof. Nortel may audit by remote polling or other reasonable means to determine Software activation or usage levels. Use beyond the authorized usage or authorized activation level may require payment of an additional fee. Customer also agrees to abide by any additional or different terms and conditions and restrictions provided by Nortel in writing or via electronic media with respect to any Third Party Software provided in or with the Software.

6. Charges and Payment.

a) Unless otherwise agreed by the parties in the applicable Supplement, Nortel shall invoice Customer one hundred percent (100%) of the price of the Products upon shipment of the Products and one hundred percent (100%) of the Services upon completion unless the Service continues beyond thirty days, in which case Nortel shall invoice Customer at the end of each month for Services performed in that month. Certain reoccurring Services (for example, Maintenance Services) may be invoiced in advance of the performance of such Services. Unless otherwise included as part of a quote and Order, Customer will reimburse Nortel for all reasonable out-of-pocket expenses incurred by Nortel in performing the Services (including, without limitation, all reasonable travel, meal, lodging and mileage expenses) which have been pre-approved by Customer in writing. Amounts are due upon receipt of invoice and shall be paid by Customer within 30 days of invoice date. Nortel reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of Product or commencement of Services provided hereunder.

b) Invoicing disputes must be identified in writing within twenty one (21) days of invoice receipt. Payments of any disputed amount are due and payable upon resolution. All other amounts remain due within 30 days. In the event of non-payment (other than in connection with a dispute) which continues more than ten (10) days after written notice, Nortel may suspend performance, product shipments or otherwise terminate an Order or this Agreement. Customer shall pay interest on any late payments (other than disputed payments) at the maximum rate allowed by law.

c) Nortel shall ship the Products and additional charges shall apply for shipping, and special handling. Unless otherwise agreed by the parties in the applicable Supplement, wireless switch and switch-related Products shall be shipped to the installation site(s). Other wireless

Products will be shipped to Customer's designated initial delivery location. Unless otherwise agreed by the parties in the applicable Supplement, Customer shall be

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responsible for the coordination of delivery arrangements required to comply with project schedule dates and for freight, insurance, handling and any other applicable charges from Customer's initial delivery location to the installation sites.

d) Charges for Software may be based on extent of use authorized as specified in a Supplement or invoice. Customer agrees to pay the charges applicable for any activation or usage beyond the authorized level.

e) If any authority imposes a tax, duty, levy or fee, excluding those based on Nortel's net income or gross receipts and excluding franchise taxes, upon a Product or Service supplied by Nortel under this Agreement, Customer agrees to pay that amount, or supply exemption documentation at the time the Order is submitted. Customer is responsible for personal property taxes for each Product from the date of shipment by Nortel.

f) Customer consents without qualification to the sale of receivables, in whole or in part, including all or any part of any associated rights, remedies, and obligations, by Nortel without further notice and authorizes the disclosure of this Agreement, subject to obligations of confidentiality which are substantially similar to the confidentiality provisions contained in Section 12 below, as necessary to facilitate such sale.

7. Warranty.

a) Nortel warrants that Hardware i) is free from defects in materials and workmanship and ii) substantially conforms to Nortel's published specifications. If Hardware fails to comply with the foregoing warranty during the warranty period, Nortel, at no additional charge, either i) will make it do so, or ii) will replace it with equivalent Hardware.

b) Nortel warrants that when Software is used in the specified operating environment it will substantially conform to its published specifications. If Software fails to comply with the foregoing warranty during the warranty period, Nortel, at no additional charge, will provide a suitable fix or workaround or will replace the Software; provided Software is within one software release level of the then-current software.

c) Services will be performed in a professional and workmanlike manner. If Services are not performed as warranted and Nortel is notified in writing by Customer within 30 days, Nortel will re-perform the non-conforming Services at no additional charge.

d) The warranty period for Hardware and Software shall be the warranty period identified in the Nortel Warranty Matrix in effect at the time of Customer's Order. In the event Nortel determines that repair or replacement as set forth in this Section 7 cannot be made using commercially reasonable efforts, or if such repair or replacement remedy fails to cure any breach of warranty/non-conformity within thirty (30) days, Nortel will give Customer a credit equal to Customer's net book value for the Product, provided Customer has followed generally-accepted accounting principles.

e) No warranty is provided for i) supply items normally consumed during Product operation; ii) failures caused by non-Nortel products; iii) failures caused by a Product's inability to operate in conjunction with other Customer non-Nortel hardware or software; iv) interference or disruption of service caused by operation of other radio systems, lightning, motor ignition or other similar interferences; v) performance failures resulting from services, including installation, not performed on behalf of Nortel by an authorized subcontractor of Nortel or by Nortel; or vi) failure resulting from use other than expressly provided herein or in the applicable Nortel published specifications/Documentation. Warranty will be voided by misuse, accident, damage, alteration or modification (including tampering with the serial number), or failure to maintain proper physical or operating environment, use of unauthorized parts or components or improper Customer installation or maintenance. Software is not warranted to operate uninterrupted or error free.

f) Nortel provides Third Party Vendor Items on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, unless Nortel specifies otherwise. However, such Third Party Vendor Items may carry their own warranties and Nortel shall pass through to Customer any such warranties to the extent authorized. THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Warranty Service.

During the warranty period, Nortel provides certain types of warranty services without charge for specified Products to correct Product defects or to bring them up to conformance with Nortel published specifications. Nortel will inform Customer of the types of warranty services available

to Customer which are consistent with Nortel standard practices and response times. Customer will obtain Nortel's concurrence, which shall not be unreasonably withheld, prior to returning any Product for repair or replacement and must reference a return

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material authorization number issued by Nortel on documentation accompanying such returned Product. Customer agrees to ship Product, prepaid and suitably packaged to a location Nortel designates. Nortel will return the Hardware to Customer at Nortel's expense. Nortel is responsible for loss of, or damage to, Customer Hardware while it is a) in Nortel's possession or b) in transit back to Customer. Any returned Hardware becomes Nortel's property and subject to Nortel's receipt of the exchanged Hardware, its replacement becomes the Customer's property. Replacement Hardware may not be new but will be in good working order and equivalent to the item exchanged. The warranty period for the Hardware shall be the greater of ninety (90) days from the date of repair or replacement or the remaining Hardware warranty period. Customer agrees to ensure that exchanged Hardware is free of any legal obligations or restrictions that prevent its exchange and represents that all returned items are genuine and unaltered. Where applicable, before Nortel provides warranty services, Customer agrees to a) follow the problem determination, problem analysis, and warranty services request procedures that Nortel provides in writing or electronic media; b) secure all programs and data contained in Hardware; and c) inform Nortel of changes in the Hardware's location. Services to supplement the warranty and post-warranty Services, including advance shipment of replacement parts, may be available at Nortel's then-current prices and policies.

9. Title and Risk of Loss.

Title and risk of loss for ordered hardware shall pass from Nortel to Customer upon delivery to the initial location as designated by Customer.

If Customer is more than thirty (30) days late on any payments hereunder then, until receipt of the applicable amounts due from Customer hereunder, Customer grants to Nortel a continuing purchase money security interest in the Products sold and/or licensed under this Agreement and agrees to support Nortel in the perfection of such interest. Customer authorizes Nortel to file financing or continuation statements, including amendments thereto, relating to the Products without the signature of Customer where permitted by law.

10. Implementation and Installation Services.

Customer agrees to provide commercially reasonable sufficient, free and safe access to Customer's facilities, data information and personnel and a suitable physical environment meeting Nortel's specified requirements to permit the timely delivery and installation of Products and/or performance of Services, including the recovery of Nortel tools. Nortel will perform its responsibilities in accordance with the standard Nortel Statement of Work where applicable. Nortel may subcontract any portion or all of the Services to subcontractors selected by Nortel, provided that Nortel will remain fully responsible for the acts of such subcontractors and the performance of such Services and Nortel's obligations hereunder. Nortel will successfully complete its standard installation and commissioning procedures before it considers Products installed. Nortel may make alterations to any Product and Service as necessary to comply with specifications, changed safety standards or governmental regulations, to make a Product non-infringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve a Product or Service. Customer is responsible for i) the results obtained from the use of Products and Services; ii) integration and interconnection with and configuration of Customer's hardware and/or third party hardware and/or systems; and iii) installation of Furnish-only Products. Customer shall be responsible for the accuracy and completeness of all data and any other information, including but not limited to microwave path studies, RF propagation studies and tower location and loading requirements that it provides or causes to be provided to Nortel. Nortel shall have no liability for failures to the extent the same result from or are attributable to Customer-provided designs, specifications or product configuration requirements. Services may include the advice and recommendations of Nortel, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and shall be made by, Customer. In the event that there are any delays by Customer in fulfilling its responsibilities as stated above, or there are errors or inaccuracies in the information provided, Nortel shall be entitled to appropriate schedule and pricing adjustments including storage fees.

11. Maintenance Services.

a) Nortel provides certain Services either at Customer's location or at a service center to keep Products in, or restore them to, conformance with published specifications ("Maintenance Services"). Maintenance Services are available in accordance with Nortel's then current descriptions and at Nortel then current prices or as otherwise specified in an applicable Supplement.

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- b) To be eligible for Maintenance Services, the Products must be in good operating condition and at revision levels supported by Nortel, acquired by Nortel or an authorized Nortel's distributor or certified as eligible for maintenance.
- c) Relocation of Products under Maintenance Services may result in adjustments to the price and response times. Continued Maintenance Services for such Products are subject to reasonable availability from Nortel or an authorized maintenance service provider.
- d) Where applicable, before Nortel provides Maintenance Services, Customer agrees to i) follow the problem determination, problem analysis, and Maintenance Services request procedures that Nortel provides in writing or electronic media; ii) secure all programs and data contained in hardware; and iii) inform Nortel of changes in the hardware's location.

12. Confidential Information.

- a) Confidential information ("Information") means i) Software and Third Party Software, ii) Documentation, iii) Customer's customer information, and (iv) all business, technical, marketing and financial information and data that is clearly marked with a restrictive legend of the disclosing party ("Discloser") or that should reasonably be deemed as confidential, based upon the nature of the information and the circumstances surrounding its disclosure.
- b) Except as permitted herein, Recipient will not disclose, disseminate, or publish, and will protect against the disclosure, dissemination, publication or unauthorized use of, Information using the same care and discretion as it uses with its own similar information, but not less than reasonable care. Recipient may disclose Information only to i) those of its employees, employees of its parent, subsidiary or affiliated companies, and subcontractors who have a need to know for the purposes of carrying out this Agreement including RFP documents; and ii) any other party with the Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with such party sufficient to require that party to treat Information in accordance with this Agreement.
- c) Recipient may disclose Information to the extent required by law, court order or other legal process. However, Recipient must give Discloser prompt notice (if permitted by such law, order or legal process) and make a reasonable effort to prevent such disclosure and/or to obtain a protective order.
- d) No obligation of confidentiality applies to any Information that Recipient i) already rightfully possesses without obligation of confidentiality; ii) develops independently without access to the Information; or iii) rightfully receives without obligations of confidentiality from a third party. No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of any obligation of confidentiality.
- e) The release of any advertising or other publicity relating to this Agreement requires the prior approval of both parties, which may be withheld or conditioned in a party's sole discretion.

13. Patents and Copyrights.

If a third party asserts a claim against Customer that the Hardware or Software infringes that party's patent or copyright, or misappropriates that party's trade secret(s), Nortel will defend Customer against that claim at Nortel expense and pay all costs and damages that a court finally awards or are agreed to in settlement of that claim by Nortel, provided that: Customer a) promptly notifies Nortel in writing of the claim and b) allows Nortel to control the defense and any related settlement negotiations and cooperates with Nortel in conjunction therewith. Notwithstanding the foregoing, Customer shall not be bound by any material obligation under any settlement without Customer's prior written consent, consent not to be unreasonably withheld. If such a claim is made or appears likely to be made, Nortel may, but agrees in the case in which judgment of infringement has been determined, at its option and without additional charge to Customer, to i) modify the Hardware or Software, without material adverse effect on its features or functionality, so that it is not infringing the claimed patent, trade secret and/or copyright, ii) replace the Hardware or Software with functionally equivalent Hardware or Software which is not infringing the claimed patent, trade secret and/or copyright, or iii) secure the right for Customer to continue to use the Hardware or Software without infringing the claimed patent, trade secret and/or copyright. If Nortel determines that none of these options is reasonably available or feasible, the Customer agrees to return the Hardware or Software to Nortel upon written request by Nortel and Nortel will then give Customer a credit equal to Customer's net book value for the Hardware or Software, provided Customer has followed generally-accepted accounting principles. Any such claims against Customer or liability for infringement arising from the Hardware or Software or use thereof more than thirty (30) days following a request for return of the Hardware or Software by Nortel are the sole responsibility of Customer. This represents Customer's sole and exclusive remedy

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regarding any claim of infringement associated with the Hardware or Software and/or any use thereof. Notwithstanding any of the foregoing, Nortel shall have no liability or obligation, including, without limitation, to defend or indemnify Customer, with respect to any claim, to the extent based on or arising from any of the following: a) anything Customer or any third party provides that is incorporated into or used with the Hardware or Software or that the Hardware or Software is incorporated into (except as expressly provided for herein; b) third party hardware or software c) compliance by Nortel or its authorized resellers with Customer specifications, designs or instructions or any modification, change or improvement made at the request of Customer; d) Customer's modifications to the Hardware or Software e) the combination, operation, or use of the Hardware or Software with other software, products or items;; f) Customer's failure to install or have installed changes, revisions or updates as instructed by Nortel; or h) improper use of the Hardware or Software or use outside the scope of the Licensed Use, the specifications or Documentation therefor.

14. Intellectual Property Rights.

Nortel, on behalf of itself and its subcontractors, reserves all proprietary rights in and to i) all methodologies, designs, engineering details, and other data pertaining to the Services and the materials delivered, ii) all original works, computer programs, updates developed in the course of providing the Service (except programs developed by Customer.), iii) discoveries, inventions, patents, know-how and techniques arising out of the Services; and iv) any and all products (including software and equipment) developed as a result of the Services. Notwithstanding the foregoing, nothing in this paragraph is intended to, nor will be deemed to, grant Nortel any rights, licenses or interests of any kind in any intellectual property owned by Customer or its third party vendors. The performance by Nortel of Services shall not be deemed work for hire.

15. Limitation of Liability.

*** (i) more than the amount of any actual direct damages up to the greater of *** or the charges for the Product or Services that are subject to the claim, regardless of the cause whether arising in contract, tort (including negligence) or otherwise ***

For purposes of the preceding subparagraph c), payments by Nortel set forth in Section 13, Patents and Copyrights shall be considered direct damages, regardless of how such payments would be characterized under the laws of the applicable jurisdiction.

16. General.

a) Customer agrees not to assign, or otherwise transfer this Agreement or Customer's rights under it, or delegate Customer's obligations, without Nortel's prior written consent, except that Customer may assign this Agreement to any entity which it controls, is controlled by or is under common control with, or to any entity which succeeds Customer by merger, consolidation or sale of all/substantially all of Customer's assets or business; *** Customer shall ensure that any transferee or assignee, as described above, agrees in writing to abide by all of the terms of this Agreement, including, but not limited to the confidentiality and software licensing provisions. Nortel may charge any such transferee or assignee reasonable and appropriate fees for usage or activation of Software above the Customer's authorized usage or activation level. The Agreement shall not be transferable by any such transferee or assignee. For the purposes of this Section 16 a), "control" shall mean an entity that directly or indirectly owns (and continues to own) more than fifty percent (50%) of the shares entitled to elect the board of directors of such other entity. Any attempt to assign or otherwise transfer this Agreement or Customer's rights under it in contravention of the foregoing prohibition is void. This Agreement shall be binding on the parties and their permitted assigns.

(b) Customer represents and warrants that it is buying Products and/or Services for its own internal use and not for resale. Customer agrees not to export, either directly or indirectly, the Product or Documentation or any copy thereof in whole or in part, nor any hardware or system incorporating the Software in whole or in part without having first obtained clearance or a license to re-export from the USA, European Union and/or Canadian Governments as required under their respective re-export regulations. Except for non payment neither Customer nor Nortel will bring a legal action under this Agreement more than five (5) years after the cause of action arose.

(c) Neither party is responsible for failure to fulfill any obligations to the extent such failure is due to causes beyond its control, such as, but not limited to accidents, fires, acts of God, riots, wars, embargo or requisition or acts of government, and against which a party has taken commercially reasonable precautions. In the case of force majeure the affected party shall promptly notify the other party in writing and shall use commercially reasonable efforts to avoid or remove the cause of non-performance and the affected party shall proceed to perform their respective obligations with dispatch when such cause is removed. If any such failure continues for

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more than sixty (60) consecutive days, with respect to an Order, then either party shall have the right to terminate such Order for Product(s) that have not been delivered, without penalty.

(d) In the event that any provision of this Agreement or portions thereof is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

(e) Both Customer's and Nortel's obligations under this Agreement and any Order(s) which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement or such Order(s), shall survive such termination, cancellation, or expiration.

f) The terms and conditions of this Agreement, including any Supplement(s), form the complete and exclusive agreement between Customer and Nortel and replace any prior oral or written proposals, Statements of Work, correspondence or communications regarding the subject matter herein. In the event of a conflict between this Purchase and License Agreement and a Supplement, the terms in any Supplement(s) prevail. In the event of a conflict between this Agreement and a Statement of Work, the terms of the Agreement prevail. Any changes to this Agreement must be made by mutual agreement in writing.

(g) All Customer's rights and all of Nortel's obligations are valid only in the country in which the Products and Services were supplied; the laws of the State of New York govern this Agreement, exclusive of its conflict of laws provisions; and nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

(h) Any notice, approval, or consent under this Agreement must be in writing and will be deemed given (i) on the day delivered, if delivered personally or by courier, (ii) on the day sent, if transmitted by confirmed fax, or (iii) on the fifth business day after mailing via certified mail, return receipt requested, in each case to the address of the respective party shown below, or as otherwise designated from time to time by notice.

(i) The headings included in this Agreement are for convenience and reference only and no such headings, or lack thereof, will be used to interpret, limit or otherwise affect this Agreement.

(j) The status of each party and its employees with respect to the other will be that of independent contractor. Nothing contained in this Agreement creates the relationship of a joint venture, partnership, association, principal and agent, or employer and employee among the parties. The parties further agree that no representation will be made by either party that would create an apparent agency, employment, partnership, or joint venture. No party will have the power, express or implied, to obligate or bind the other in any manner whatsoever. No personnel of one party will, at any time or for any purpose, be deemed employees or agents of the other.

(k) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

RURAL CELLULAR CORPORATION

By:

Name: Richard P. Ekstrand

Title: President and CEO

Address: 3905 Dakota Street SW, Alexandria, MN 56308

State of Incorporation:

Tax I.D. Number: 41-1693295

Date: 12/29/06

NORTEL NETWORKS INC.

By:

Name: Michael Shappell

Title: Group Sales Director

Address: 4006 E. Chapel Hill-Nelson Hwy., RTP, NC 27709-3010

Date: 12/29/06

Contract No.: 27090

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Products may be purchased only in countries where Nortel makes these products available for purchase and use.

The following Hardware and Software items shall have the corresponding warranty periods unless stated otherwise in the applicable Documentation:

Carrier Products	Hardware	Software
VoIP, DMS, Optical Networks, Wireless Product families and CCMIS	12 months from ship date	12 months from ship date
Alteon and Shasta Products	12 months from ship date	90 days from ship date
Carrier Data Products (Passport, Bay and Micom products)	See current Nortel price list.	See current Nortel price list.
All other Product families not listed (unless specified otherwise in writing)	90 days from ship date	90 days from ship date

Enterprise Products	Hardware	Software
Data Products (e.g., Access CN, Advanced Video, Backbone CN, Baystack, Business Communications Manager, Contivity, Instant Internet, Net ID, Passport LAN and WAN Solutions)	See current Enterprise Data Products Product Catalog	See current Enterprise Data Products Product Catalog
Portal Solutions Products	90 days from ship date	90 days from ship date

This Warranty Matrix may be revised by Nortel from time to time, as identified by Nortel in the applicable Documentation. . .

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Supplement No. 1 "CDMA" to the Purchase And License Agreement No. 27090

This Supplement No. 1 (this "Supplement No. 1") is entered into between **Rural Cellular Corporation** ("RCC") and **Nortel Networks Inc.** ("Nortel"). The terms and conditions provided in this Supplement No. 1 form a part of and are in addition to those contained in the Purchase and License Agreement between **Rural Cellular Corporation** and **Nortel Networks Inc.** Number 27090 (the "PLA") and describe the manner in which certain Products and Services will be provided and priced during the 'Term' as defined herein. This Supplement No. 1 and the PLA will hereinafter collectively be referred to as the "Agreement."

1. Purpose

The purpose of this Supplement No. 1 is to specify for the Term, the prices, incentives and other terms and conditions applicable to Orders of CDMA Products and Services specified in Exhibit A attached hereto.

2. Term

This Supplement No. 1 shall be effective on the last date when duly signed below ("Effective Date"), and shall continue until December 31, 2009 ("Term"), unless earlier terminated by either party as set forth below.

3. Definitions

For the purposes of this Supplement No. 1, the capitalized terms defined below shall have the meanings set forth below. Any capitalized term used in this Supplement No. 1 and not defined below, or elsewhere in this Supplement No. 1, shall have the meaning given them in the PLA.

"Blanket Order" shall have the meaning set forth in Section 4 below.

"Commitment" shall have the meaning set forth in Section 4 below.

"Initial CDMA Product(s)" and "Initial CDMA Services" shall mean the Products and/or Services, respectively, subject to the Commitment and further described in Section 4 below.

"Net Prices" shall mean the price that will be invoiced to RCC by Nortel for the respective Hardware or Software (after discounts and/or credits, and before taxes and freight).

"Unitary Price" shall mean Nortel's list price, ***

4. Commitment

Following execution of this Supplement No. 1, *** RCC shall issue a non-cancelable Blanket Order in the aggregate Net Price, (inclusive of the application of executive discounts) of at least *** for the Initial CDMA Products and Services, as a whole (the "Blanket Order"). The Blanket Order shall serve as RCC's commitment to issue individual Orders for specific Initial CDMA Products and/or Initial CDMA Services and a) in

the quantities and for the pricing set forth in Exhibit A and b) with mutually agreed upon delivery dates based upon Nortel's standard delivery intervals *** (the "Commitment"). In addition to the Initial CDMA Products and Initial CDMA Services set forth in Exhibit A, Nortel has also included an Exhibit B, attached hereto, for RCC's use in issuing such individual Order(s) for the

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Initial CDMA Products and Initial CDMA Services. *** This Exhibit B is being provided solely for RCC's internal ordering requirements. Nortel shall use commercially reasonably best efforts to meet the agreed upon delivery date(s).

*** Such amount shall be payable by RCC thirty (30) days after receipt of Nortel's invoice therefor.

Notwithstanding Section 6 a) of the PLA, Nortel acknowledges that appropriate credit limits have been approved for the dollar amount of the Commitment and Nortel does not require full or partial payment prior to shipment of the Initial CDMA Products and/or commencement of the Initial CDMA Services as set forth in this Supplement No. 1 by RCC.

5. Growth

In consideration of RCC's purchase of Initial CDMA Products and Initial CDMA Services in fulfillment of the Commitment, and subsequent to RCC's fulfillment of such Commitment as stated in Section 4 above,***

a) For Order(s) issued by RCC for additional wireless CDMA Products ("Growth Products")

6. ***

7. ***

*** RCC may issue Order(s) for CDMA Products *** as provided in Section 8 below *** in consideration of RCC's purchase of CDMA Products *** Nortel shall *** Exhibit A sets forth the CDMA Products *** as the Unitary Price prices for such CDMA Product***

8. ***

The following are *** in the Unitary Price(s) as referenced in Sections 5 and 7 above.

<u>CDMA Products</u>	***
Switch Hardware	***
BSC	***
CBRS	***
RNC	***
EMS	***

CSVS/CPDS	***
BTS	***
DOMA H/W	***
Radios	***
xCEM	***
Services Platform	***
PDSN Hardware	***
<u>Software</u>	***

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

MTX S/W RTU

Controller SW

Optional MTX features

1xRTT enablers

Optional PDSN Features

DOMA S/W (NT2J10CV)

9. Optional Purchases

a) Packet-MSD

Subsequent to RCC's issuance of the Order(s) as provided in Section 4 above, RCC shall have the option to purchase Nortel's Packet-MSD Product and Services as identified in Exhibit E, attached hereto, for the net purchase price of *** This pricing applies to non-cancelable Orders issued by RCC within eighteen (18) months from the Effective Date. ***

b) EV-DO

RCC shall have the option to purchase Nortel's EV-DO Products and Services for total Net Price(s) *** RCC shall issue any such Order(s) within eighteen (18) months from the Effective Date. *** at Nortel's then current price.

c) Delivery and Warehousing

RCC shall have the option of issuing Order(s) for Nortel to perform 'last mile' delivery and warehousing *** included in the Commitment *** as provided in Exhibit E. RCC shall issue such Order(s) to Nortel *** and Nortel shall ship such BTS(s) to a Nortel-managed warehouse facility as designated by Nortel. Nortel shall ship such BTS(s) from such warehouse facility to the RCC designated installation site *** provided that no special delivery is required. Beginning upon the Effective Date and for a period not to exceed *** from the date BTS(s) Products are first delivered to the Nortel-managed warehouse facility, which ever occurs later, ("Storage Period") Nortel shall provide the Nortel-managed warehouse facility for collection and consolidation of the BTS(s). All BTS(s) initially shipped to the Nortel-managed warehouse facility must be delivered to the applicable installation site *** are first delivered to the Nortel-managed warehouse facility, whichever is later. If delivery of the applicable BTS(s) to the applicable installation site is delayed beyond such time period, RCC agrees to promptly remove the applicable BTS(s) from the Nortel-managed warehouse facility and deliver such BTS(s) to an RCC-managed warehouse facility designated by RCC. Title and risk

of loss for the hardware of the BTS(s) initially delivered to the Nortel-managed warehouse facility shall pass from Nortel to RCC upon to an RCC-managed warehouse facility designated by RCC or delivery to such other location as designated by Customer, whichever occurs first.

10. Extended Services and Support Plan (ESSP)

During the Term, RCC may order an extended service and support plan No. GR5374000 (“ESSP”), as described in Exhibit E, for the CDMA Products. The ESSP includes, but is not limited to, such Services as Technical Assistance Service (TAS), Emergency Recovery (ER), ePerformance and Enhanced Drop Box Services. The parties acknowledge that RCC shall purchase the ESSP for the

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initial 12 months of the Term, *** The pricing for additional 12-month renewals of ESSP is set forth in Exhibit E.

11. Training

Nortel shall grant RCC training credits ("Training Bank Dollars"), upon the Effective Date, ***

Nortel shall make training available to RCC with respect to the operation, configuration, installation, service, maintenance and support of the CDMA Products at current Nortel prices and at Nortel facilities, subject to course and class availability. Upon the request of RCC, Nortel shall provide such training, at a time and place mutually agreed upon and at the prices to be quoted for such training.

Nortel's training products and services are listed at the Nortel website for technical training <http://www.nortel.com/training> (Nortel's Website for Technical Training").

The training policies as listed at the Nortel Website for Technical Training shall apply to training ordered hereunder.

Nortel may change, modify, update and/or add training programs as new Products or Product features/releases are made available.

Prices shall be subject to change by Nortel.

RCC shall bear the cost of transportation, meals, lodging or other incidental expenses of RCC's personnel to, from and during training.

Nortel RCC may apply the Training Bank Dollars toward tuition costs for Nortel's training products and services, provided that RCC notifies Nortel of its intent to apply Training Bank Dollars toward tuition costs for training prior to Nortel's issuance of invoices for such training. The "Training Bank Dollars" may be applied to all training media offerings, including (but not limited to) Nortel instructor-led classroom training at a Nortel facility, Nortel instructor-led classroom training at the RCC location (RCC site training), self-paced training, and eLearning training medias.

The Training Bank Dollars will be allocated upon the Effective Date and Training Bank Dollars will expire on December 31, 2009.

Any training tuition charges which RCC does not satisfy by application of Training Bank Dollars shall be invoiced to RCC to Nortel at the prices quoted at the Nortel Website for Technical Training, and RCC shall render payment thirty (30) days following receipt of such invoice. The payment method identified in the student registration record on the first day of class is the payment method that will prevail for course charges.

Nortel may, at its sole and exclusive discretion, attempt to meet any reasonable request by RCC for a course other than the courses listed at the Nortel Website for Technical Training ("Customized Training"). The price for Nortel to modify existing training courses/materials or to design new training materials for RCC will be quoted to RCC on a per request basis. RCC may pay for Customized Training with Training Bank Dollars or Nortel shall invoice the value of the Customized Training and RCC shall render payment within thirty (30) days of receipt of such invoice.

The availability of any training course to RCC as set forth above shall be subject to the prerequisite policy identified by Nortel at the Nortel Website for Technical Training.

Nortel's training materials are proprietary and copyrighted information. Any use or replication of this material must have written consent by Nortel's Knowledge Services organization.

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WITH RESPECT TO TRAINING THE TRAINING MATERIALS AND ANY SUPPORT OR OTHER SERVICES WHICH MAY BE PROVIDED BY NORTEL SHALL BE PROVIDED WITHOUT WARRANTY OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NORTEL DOES NOT WARRANT THAT THE TRAINING MATERIALS WILL BE ERROR-FREE OR THE STUDYING OF THE TRAINING MATERIALS WILL QUALIFY ANY PERSON TO PERFORM ANY FUNCTIONS COVERED BY THE INSTRUCTIONAL MATERIALS. NORTEL SHALL HAVE NO OBLIGATION TO UPDATE OR MONITOR THE USE, REPRODUCTION, OR DISTRIBUTION BY RCC OR ANY THIRD PARTIES OF SUCH TRAINING MATERIALS.

IN NO EVENT SHALL NORTEL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE TRAINING MATERIALS AND ANY TRAINING SUPPORT OR OTHER TRAINING SERVICES.

12. Testing, Turnover and Acceptance

a) Nortel-Installed CDMA Products

(i) For CDMA Products installed by Nortel, Nortel shall, upon completion of such installation, perform Nortel's standard test plans and verification procedures, to confirm the CDMA Products' functionally conforms in all material respects with Nortel's published specifications and, upon such verification, provide to RCC notice of installation completion ("ICN").

RCC may elect to have a qualified representative observe such test and verification procedures; however, RCC's election not to have a qualified representative observe such test and verification procedures shall not invalidate the test results nor shall such election be a reason or valid basis for RCC not to accept the CDMA Products.

(ii) within thirty (30) calendar days following the ICN date as set forth in the CDMA 1xRTT Acceptance Test Plan attached as Exhibit G, RCC shall either accept the CDMA Products in a written notice of acceptance, and RCC shall be deemed to have accepted the CDMA Products on the ICN date, or specify, in reasonable written detail, those particulars in which, in RCC's opinion, the CDMA Products fail to substantially comply with Nortel published specifications ("Explanation of Non-acceptance"). If RCC has not provided Nortel with either a written notice of acceptance or an Explanation of Non-acceptance within such thirty (30) calendar days, then RCC will be deemed to have accepted the CDMA Products on the ICN date.

b) Nortel Furnish-Only CDMA Products

(i) For CDMA Products not installed by Nortel, Nortel shall, prior to delivery of such CDMA Products, perform such factory tests as Nortel determines to be appropriate to confirm the CDMA Products' functionality conforms in all material respects with Nortel's published specifications.

(ii) Within thirty (30) calendar days following the date of shipment, RCC shall either accept the CDMA Products in a written notice of acceptance (in which case, RCC will be deemed to have accepted the CDMA Products on the date of shipment), or provide an Explanation of Non-acceptance. If RCC has not provided either a written notice of acceptance or an Explanation of Non-acceptance within such thirty (30) calendar days, then RCC will be deemed to have accepted the CDMA Products on the date of shipment.

Notwithstanding the foregoing, RCC will be deemed to have accepted a CDMA Product, without limitation or restriction, by no later than the date any CDMA Product is placed into revenue generating service.

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d) RCC shall be deemed to have accepted Services purchased separately from a CDMA Product upon completion of such Services, or upon specific milestones pursuant to criteria and/or processes as may be identified in a mutually agreed upon project schedule, statement of work or other such documentation.

e) RCC shall not unreasonably withhold acceptance of any CDMA Product or Services and acceptance by RCC shall not be withheld or postponed due to:

(i) deficiencies or nonconformities of a CDMA Product or Service resulting from causes not attributable to Nortel such as but not limited to

(1) a material change or inaccuracy of information provided by RCC,

(2) inadequacy or deficiencies of any materials, facilities, or services provided directly or indirectly by RCC,

or

(3) other conditions external to the CDMA Products or Services beyond the limits specified in Nortel's published specifications; or

(ii) deficiencies or shortages with respect to the CDMA Products or Services that are attributable to Nortel but are of a nature that do not prevent operation of the CDMA Products in a live, commercial environment ("Punch List Items") provided that Nortel, at its expense, agrees to correct such Punch List Items within thirty (30) days (or other mutually agreed upon time period) after RCC has accepted such CDMA Products or Services.

(f) Nortel shall invoice RCC for the Services as identified in Exhibit A upon acceptance by RCC of ICN of such Services. Amounts shall be due and payable by RCC within thirty (30) days from date of invoice.

13. Additional Terms and Conditions

(a) In the event of a conflict between this Supplement No. 1 and the PLA, or any of the other documents referenced in this Supplement No. 1, the following documents are given priority in the following order: i) this Supplement No.1 ii) the PLA, iii) the other referenced documents, if any.

(b) In addition to any other remedies set forth in the Agreement, RCC may terminate this Supplement No. 1 for cause if Nortel commits a material breach of this Supplement No. 1 which such breach is not curable or, if curable, such breach has not been cured by Nortel within sixty (60) days after receipt of written notice of breach from RCC. If RCC chooses to terminate this Supplement No. 1 because of a breach, the fees and/or prices payable under this Supplement No. 1 and/or such Order will be only for the CDMA Product(s) and Services for which Order(s) have been accepted by Nortel prior to the date of termination.

(c) The Agreement, consisting of this Supplement No. 1, the PLA and Exhibits A through G referenced herein, form the complete and exclusive agreement between RCC and Nortel with respect to RCC's purchase of CDMA Products from Nortel described herein, and replace any prior oral or written proposals, correspondence or communications regarding said subject matter.

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

(Signature Page as Follows)

Rural Cellular Corporation

By:

Name: Richard P. Ekstrand

Title: President and CEO

Address:

State of Incorporation: Minnesota

Tax ID: 41-1693295

Date: 12/29/06

NORTEL NETWORKS INC.

By:

Name: Michael Shappell

Title: Group Sales Director

Address:

Date: 12/29/06

Contract Number: 27365

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

Purchase and License Agreement with Nortel Networks Incorporated

Support Plan Solutions - Base (GR5374000)

Base Support Plan Solution: for a flexible network maintenance solution enabling network operators to achieve maximum value from their network investment by ensuring dependable service levels and improving network performance.

The Nortel Base Support Plan provides a proactive maintenance solution designed to achieve the business goals of the operator by protecting its network investment.

The plan includes services such as Repair Services, Technical Support, Corrective Content Management as well as optional Network Discovery, and Software Release Service to help keep systems functioning properly so they remain available to handle the most critical applications and data.

This service helps enable operator success by:

- Keeping the network finely tuned by receiving the latest software release updates.
- Maximizing return on invested capital.
- Minimizing business risk by establishing fixed support costs.
- De-risking the operator's time to profit plan.
- Improving and maintaining customer satisfaction.
- Minimizing customer dissatisfaction during service interruptions.
- Improving network performance.
- Identifying network capacity issues.
- Efficiently utilizing OPEX and resources for core competencies.

- Providing TAS/GRS restorative services in order to maximize network operational Quality UP time.
- Supplementing staff with top-notch technical resources.

Base Support Plan Solution Services

The Base Support Plan Solution is a comprehensive and proactive maintenance plan available to the operator. This plan combines the key services that the operator needs for business success.

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The following components comprise the Base Support Plan Solution:

Base Technical Support

Nortel Base Technical Support service provides the network (hardware/software) with full technical assistance during usual business hours and with emergency recovery 24 hours a day, seven days a week

Repair - Return and Replace

Return and Replace service, a repair service from Nortel, provides for the replacement of a defective Nortel Field Replaceable Unit (FRU) with an equivalent FRU.

Third-Party Product Spares - Next Day

The Third-Party Product Spares - Next Day service provides for the next-day delivery and installation of replacement Field Replaceable Unit (FRUs) for third-party products whether supplied by Nortel or purchased by the customer.

Corrective Content Management

Nortel offers the Corrective Content Management service for the download and application of patches that will be used to enhance software currently installed in customer sites or lab environments.

Additional Services**Software Release Service - Basic**

Software Release Service - Basic provides Operational Software for covered network devices.

Network Discovery Classic

Provides proactive intelligent information about the network via web-based reports or PC applications, including:

- ePerformance

Support Plan Contract Terms

In the event that this support plan has not been renewed or canceled in writing by the end of the initial term ("Service End Date"), the conditions of this support plan will be automatically renewed as of the Service End Date ("Renewal Period"). For coverage during the Renewal Period, Nortel will provide the services and the customer will be billed in accordance with the support plan as described herein with the charges pro-rated on a monthly basis at the current monthly/element rate. In the event that the customer cancels this service in writing following the Service End Date, Nortel will bill the customer the pro-rated monthly rate for the period from Service End Date through the date written cancellation has been received by Nortel.

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Base Technical Support

The Nortel Base Technical Support service provides remote technical assistance and emergency recovery for issues associated with the operation and maintenance of carrier solutions provided by Nortel. Technical Support Services include two service levels - Technical Assistance Service (TAS) and Emergency Recovery (ER). ER is provided for the most severe problems, classified as E1 and E2. TAS is provided for less severe problems, classified as Business Critical, Major and Minor.

The Nortel technical support organization will provide the customer with remote assistance related to Nortel system operation and maintenance issues affecting Nortel Carrier products, as described in Appendix B.

The Nortel technical support organization will answer calls 24 hours a day, seven days a week. Emergency Recovery will be provided 24 hours a day, seven days a week.

The Nortel Base Support Plan provides TAS during normal business hours. TAS will be provided by Nortel regional technical assistance centers for Business Critical, Major, and Minor problems (see Appendix B). Nortel strives to immediately assign an engineer to the Major and Minor problems during normal business hours.

Nortel business hours are 8 a.m. to 5 p.m. local standard time (continental North American customers only), Monday through Friday, excluding Nortel holidays.

TAS provided outside of normal business hours will be billed at the then-current hourly rates. These rates are subject to change without notice. A purchase order must be provided to Nortel to facilitate the billing of TAS provided outside of normal business hours.

Technical Assistance Service (TAS)

This activity includes:

- Diagnosing routine hardware/software problems
- Troubleshooting problems using diagnostic utilities
- Providing advice on how to detect and resolve hardware- and network-related problems
- Advising on issues requiring hardware replacement

Note: Nortel will investigate the issue using reasonable investigative techniques to verify that the products covered by the support plan are working according to specifications. If the issue is found to be the result of product(s) not covered by a support plan, Nortel, with customer approval, will continue to investigate the issue at the then-current Nortel time-and-materials fees plus associated travel-and-living expenses. Upon request, Nortel will provide the results of the investigation directly to any vendor that has completed interoperability testing.

- Analyzing basic trace/log/dump/Operational Measurement (OM) information

- Performing root cause analyses of emergency incidents at Nortel's discretion
- Identifying and resolving code-level problems
- Supporting the testing and releasing of code corrections
- Providing regular, ongoing updates on case progress to the customer using agreed-upon media
- Providing case resolution and agreeing on case closure

See Appendix A for Nortel Case Resolutions and Appendix D for Service-Level Agreement (SLA) objectives.

If the customer is operating a non-supported software release (see Appendix C), and the reported problem has been corrected in a supported software release, then the customer is required to upgrade, at its expense, to the current minimum supported software release in order to acquire rights to any known fix. If the customer is operating a non-supported software release and if there is no fix, Nortel will not provide a permanent fix to the software, but may provide a workaround or other temporary fix. If the customer is operating a supported software release and if there is no fix, Nortel will use commercially reasonable efforts to remedy the issue, which may include a workaround or other temporary or permanent fix to the software, provided that the reported problem can be verified and/or recreated by Nortel on the then-current supported software release(s).

In extreme circumstances when telephone support, remote diagnosis, and all other remote means of restoring product operation fail, Nortel, at the request of the customer, and provided that Nortel determines that on-site support is necessary and appropriate, will dispatch a trained and qualified technical support engineer to the customer's premises in order to facilitate Nortel's diagnosis. If Nortel reasonably diagnoses that the reported problem is caused by reasons not attributable to Nortel, Nortel will invoice the customer for the then-current Nortel time-and-materials fees plus associated travel and living expenses. There will be no additional charge to the customer for the dispatch if the customer has entered into a separate agreement with Nortel for that service.

Emergency Recovery (ER)

The Nortel ER activity addresses E1/E2 emergency issues, which are classified in accordance with Nortel's case priorities (see Appendix B). This activity is available to the customer 24 hours a day, seven days a week.

In accordance with Appendix D, Nortel strives to immediately assign an engineer to the case upon receipt of the call. Once the engineer has been assigned, Nortel will provide continuous service (24 hours a day, seven days a week) as applicable until the service level is restored to pre-incident operation.

At the customer's request, the ER team will be available for constant contact with the customer throughout this case resolution activity.

Once the customer agrees that service has been satisfactorily restored, the E1/E2 case will be closed and an E3/E4 child case will be opened if further investigation or problem resolution activity is needed for supported loads only. The E3 and E4 follow-up cases will be addressed as Major and Minor cases respectively. If applicable, Nortel may

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conduct a root-cause analysis of the issue, the results of which will be made available to the customer.

In extreme circumstances when telephone support, remote diagnosis, and all other means of restoring product operation fail, if the customer requests it, and if Nortel determines that on-site support is necessary and appropriate, Nortel will dispatch a trained and qualified technical support engineer to the customer's premises in order to facilitate diagnosis. If Nortel reasonably determines that the reported problem is caused by reasons not attributable to Nortel, Nortel will invoice the customer for the then-current Nortel time-and-materials fees plus associated travel and living expenses. There will be no additional charge to the customer for the dispatch if the customer has entered into a separate agreement with Nortel for that service.

Base Technical Support Deliverables

The following key deliverables are provided by this service:

- **Case status:** is available by calling the Nortel Call Center or through the Nortel case tracking system via the Nortel website, <http://www.nortel.com>
- **Root-cause analysis report:** if applicable, target issuance is 30 days after the outage for supported loads only (see Appendix D for SLA objectives).
- **Clarify Bulletin Systems:** technical document advising the customer to prevent issues on its network as appropriate. Clarify Bulletin Systems are created to make customers aware of problems in a system and/or corrections/upgrades to their systems. The CBs are issued for one of the following reasons:
 - Service-impacting documentation deficiencies
 - A temporary workaround for a product deficiency with a commitment for a permanent fix to be available

Note: Every CB must have a cancellation plan or expiration date assigned

- CBs can be accessed through <http://www.nortel.com>

Nortel Responsibilities

Nortel will be responsible for:

- Providing access to the Nortel Call Center, which functions as a single point of contact for the receipt of all customer support calls and inquiries. The Call Center is available 24 hours a day, 365 days a year. Incoming calls may be connected to an Automatic Call Distribution (ACD) system and may be recorded and/or monitored for quality purposes. After selecting the appropriate product support group via the Express Routing Code (ERC), the customer simply enters the activated Site-ID or PIN and is then immediately transferred to a Technical

Support Engineer as available. Where toll-free access is not available, the customer will be responsible for any telecommunication facility charges and/or long distance toll charges associated with access to the call center.

- Providing access for customer sites in Canada, the United States, and Puerto Rico/U.S. Virgin Islands to the Nortel technical support organizations by calling the Nortel Call Center at:

1-800-4NORTEL (1-800-466-7835) or (1-919-905-4210)

- Providing access to the Nortel case tracking system via its website, <http://www.nortel.com>, where available and at Nortel's discretion. This tracking system enables the customer to open and view cases via the website. The customer will be responsible for any telecommunication facility charges and/or long distance toll charges associated with access to the Nortel website.

- Assigning a unique reference number from its case tracking system when the customer reports a problem and recording the time the report was received. Nortel will request that the customer agree to a case priority level in accordance with the guidelines set out in Appendix B.

- Providing Knowledge Management and On-Line Support. The customer must be entitled to access Nortel's Customer Support website (or successor in title) 24 hours per day, seven days per week, and 365 days per year. Nortel's Customer Support website is currently located at <http://www.nortel.com>. The information will be made available to the customer when it is made generally available for distribution by Nortel. The customer acknowledges and agrees that access to the Customer Support website may be conditioned upon compliance by the customer with all of Nortel security requirements and/or other terms as deemed necessary by Nortel. Depending on the product, information and/or tools available to the customer on the website may include:

- Problem solutions knowledge database
- Status review of known software problems
- Problem case status
- On-line information forums
- Access to technical information (on a read-only basis) which will enable current status reports to the customer.

Customer Responsibilities

To initiate or renew a Support Services plan, the customer must identify equipment types, quantities and applicable software release levels. Specific information for Field Replaceable Units (FRUs) to be covered under Repair Services should include product codes, hardware release level, serial number, software version and verification of current functionality. Upon request, Nortel can assist in collecting network audit and baseline information; in which case additional charges may apply.

The customer is responsible for using and maintaining the products in accordance with the applicable product documentation. To be eligible for Technical Support service, hardware and software that will be covered by such service must be in good operating condition and at revision levels specified by Nortel. The customer must use all reasonable efforts to maintain hardware and software at the release or update level for supported hardware and software in accordance with the Nortel published policies and procedures. This maintenance must be performed in accordance with policies and procedures published by Nortel. If the customer is using a software version released prior to the then-current minimum supported version(s), then the customer will need to upgrade to one of the then-current minimum supported versions in order to acquire rights to any known fix.

For any service request made by the customer that is not specifically provided by this service, Nortel will either provide a quote to provide that service, or Nortel will invoice the customer for the then-current Nortel time-and-materials fees plus associated travel and living expenses.

Nortel expects the customer to exhaust its internal troubleshooting processes to resolve the issue prior to contacting Nortel. These operational activities may include, but are not limited to:

- Performing day-to-day maintenance and network operations
- Monitoring network and system alarms
- Performing diagnoses in accordance with instructions provided by Nortel and carrying out initial remedial actions including remote diagnosis
- Operating and controlling the customer's internal help desk for logging and tracking problem reports, inquiries, prioritizing events, and escalating as required to Nortel's technical support group
- Gathering data at Nortel's direction

The customer is responsible for providing a detailed problem description during submission of the case.

In the event that the customer fails to comply with the requirements as described in this section, Nortel will advise the customer thereof. Nortel and the customer may then agree upon service to be provided at Nortel's then-current time-and-materials fees plus any travel and living expenses incurred.

As an additional service, Nortel may provide additional equipment at the request of the customer to assist the customer. Nortel and the customer may then agree upon this service to be provided at Nortel's then-current time-and-materials fees plus any travel and living expenses incurred.

The customer must be available as required by Nortel to aid in problem diagnosis for all cases reported to the Nortel technical support organization. The customer must designate competent personnel to work with Nortel engineers to restore the service level. The customer's personnel may be required to assist with service level restoration in accordance with instruction that Nortel provides. The customer representative(s) must have the authority to make all decisions regarding any actions required to resolve the case. If the customer's personnel are not able to maintain constant contact during the resolution of E1 and Business Critical cases, Nortel reserves the right to downgrade the category assignment of the case.

The customer acknowledges that any hardware/software upgrades/improvements or changes required to install or use a software fix, update, release, or any part thereof are charged separately from, and are in addition to, the charges of the current contract for technical support.

All customer support personnel responsible for operating and troubleshooting products must successfully complete training and certification where applicable.

Remote Access to Customer Network

To facilitate a rapid solution to emergency or high-priority service requests, Nortel will require remote access to be established into the customer network. There must be two levels of security checks provided by customer:

Network-level security requirements: the customer must provide high-speed access (1MB/second or higher throughput) via the Internet by installing and maintaining at least one Nortel Contivity VPN Gateway or equivalent sized and configured to provide a mutually agreed to number of user Logins and Passwords permanently assigned to Nortel

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Technical Support. Other logins will be set up for other Nortel services (e.g., engineering and software delivery groups as needed). The gateway will be the primary point of remote access into the customer network and must provide unrestricted, full controlling access, including split tunneling, GUI redirection, FTP, Telnet, X-Windows, etc., to all Nortel-provided equipment in the customer's network. Nortel highly recommends that a second VPN gateway be installed for redundancy, which should not be collocated with the primary gateway (geographic redundancy).

Nodal-level security requirements: the customer must provide permanent "root" access level (unrestricted in any fashion) login and passwords for all Nortel-provided network elements and the individual node IP addresses of each network element. It is the customer's responsibility to notify Nortel of any changes to the node IP list prior to implementing the changes. For the purposes of time-tracking compliance with the restoration of service targets set forth in this document, it is understood that this time will be measured and commence from the time Nortel technical support personnel are able to successfully access the impacted node in the customer's network.

Remote Access Validation

The remote access network configuration and nodal-level security must be validated by Nortel Technical Support to help ensure successful remote access to network elements within five minutes of the first attempt to login. The customer agrees to allow Nortel Technical Support teams to periodically and randomly access the network elements to validate remote access functionality, in order to facilitate preparedness by Nortel to meet the requirements of this support-level agreement.

VPN Gateway Placement

The customer agrees to configure and maintain its network LAN/WAN, routers, firewalls and other ancillary equipment to provide unfettered and full access to all Nortel network elements. No additional security procedures, port, protocol or permissions restrictions will be implemented without the express agreement of Nortel Technical Support.

If the customer fails or causes delay in providing connectivity, Nortel will be excused from its fault resolution performance for a period equal to such failure or delay by the customer.

Remote Access by Nortel

Nortel will not connect to the customer's network without prior authorization. The purpose of the connection will be solely to provide technical support. If access procedures for data links, including procedures related to security, require non-standard activity on Nortel's part or impose additional costs upon Nortel, then Nortel may, as it reasonably determines to be appropriate for such activity or costs, invoice the customer for additional charges for Technical Support.

Service-Level Agreement without High-Speed Access

The SLA objectives stated in Appendix D are not applicable if high-speed access to the customer network is unavailable.

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Assumptions

The following assumptions will govern the delivery of the Base Technical Support service:

- Only products specifically identified are covered under the support plan.

Nortel support obligations are expressly conditional upon the products not being (i) subject to unusual mechanical stress or unusual

- electrical or environmental conditions; (ii) subject to misuse, accident or disaster including without limitation, fire, flood, water, wind, lightning or other acts of God; or (iii) altered or modified unless performed or authorized by Nortel.

The customer will only be able to report E1 and E2 outages or Business Critical cases by telephone. These calls will be forwarded to the

- Nortel Emergency Recovery team and handled in the manner described in the section on Emergency Recovery. Business Critical, Major, and Minor cases will be addressed as described in Appendix B.

- Customers may access the Nortel Call Center in order to escalate a case to higher levels of management within Nortel, as necessary.

- Any changes to the scope of the project requirements once agreed upon will result in the requirement for a Job Change Order (JCO) with additional charges on a time-and-material basis.

- All similar products within the network must be covered under the same service levels. If the provided product count is inaccurate or the product count/configuration changes during the support period, then the Support Services plan may be modified to reflect such changes.

All products of the same type must be entitled to receive the same level of support. Warranty services address product defects only. Products under a support plan cover both defects and non-defects. When a product is purchased and is under warranty, and the customer has the same product type in the network under a support plan, the product under warranty must be uplifted to the same level of support as the

- other products under a support plan. The support plan pricing will be based on the enhanced coverage of the Support Service plan. For the purpose of providing Support Services, Nortel will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment to confirm the customer's network size and/or to verify the software status.

Nortel will from time to time assess the products offered and supported. The assessment will be based on technology, market development, product deployment, and support requirements and may identify certain products that will be discontinued. Nortel reserves the right to

- modify or to terminate any Support Service purchased by the customer for products that have been discontinued. Subject to the then-current Nortel policies, continued support for any discontinued products beyond the effective date of discontinuance may be provided on a reasonable basis, as determined by Nortel.

Contracted services will be renewed automatically. To avoid automatic renewal of the Support Plan contract, the Customer must notify a Nortel Account Representative in writing ahead of the contract expiry date of Customer's intent not to renew. If Customer does not send

- such notice, Customer will work with a Nortel Account Representative in order to identify the services and network coverage that will be applicable for the renewal period. Upon receipt of this information, Nortel will provide a renewal quote including pricing for the subsequent term. At this point, the customer can validate the proposal information and submit a PO for the renewal year.

- Nortel will log all calls for record keeping purposes regardless of potential case classification.
- A purchase order must be provided to Nortel to facilitate the billing of services that are not specifically identified as part of this service.

Exclusions

Unless negotiated otherwise, the Base Technical Support service will exclude:

- Providing fault reports, or lead-time/performance metrics unless specifically contracted for these services.

Providing Support Services for any Nortel products purchased from unauthorized sources unless such products are certified by Nortel in order to qualify for Support Services. In addition, Nortel is not responsible for supporting third-party product(s) that are not under a support

- contract or for incorporating software corrections into software releases prior to the then-current supported software release(s). Nortel reserves the right to incorporate software corrections into future software releases. Nortel’s Hardware Recertification service identifies any deficiencies in the hardware to be supported and entitles customer to warranty coverage of said equipment.

Other Nortel services are available such as database and RF engineering, patch delivery, monitoring, assisted operate, capacity/performance evaluations, etc. See a Nortel account representative or the Nortel website, <http://www.nortel.com> for details.

If the customer requests a service that is neither part of the scope of this Base Technical Support Service nor within the control or responsibility of Nortel, then Nortel will charge additional fees to perform such services, in the event that Nortel agrees to perform them.

As new software loads are released for products, support for previous software releases is normally reduced and may eventually be discontinued. For equipment operating on an unsupported software release, Technical Support may be limited to ER according to then-current product support policies.

The customer acknowledges that any applicable fees associated with any hardware/software upgrades/improvements or changes required in order to implement any advice or resolution(s) provided by Nortel or to install or use a software fix, update, release or any part thereof are in addition to the fees for this Technical Support service or any applicable contracted price.

Timelines

The lead-time (from receipt of an order to the point at which service delivery begins) is typically a minimum of 45 days but may vary depending on the following factors:

- Number and type of network elements to be connected
- Customer responsiveness in completion of connectivity checklists and to coordinate with Nortel firewall access

Appendix A - Nortel Case Resolutions

Resolution	Explanation

Non-Nortel Attributable	Issues that are either customer/partner attributable
Nortel Hardware	Issues triggering a case that are due to a Nortel hardware deficiency.
Nortel Software	Issues triggering a case that are due to a Nortel software deficiency.
Nortel Documentation	Issues triggering a case that are due to a Nortel documentation deficiency.
Nortel Administration	Non-productive activity tracking (time tracking, opened in error, entitlement)
Nortel Attributable Other	Issues triggering a case that are due to other Nortel deficiencies
External Attributable	Issues that are beyond the control of the customer or Nortel.
Other Projects	Productive activity that falls outside of normal contracted Post In-Service support. Note: ensure LC/Regional accounting requirements are followed.
Scheduled Event	An E1/E2 event that was required to perform specific problem resolution of maintenance.

Appendix B - Case Severity Classification

Nortel uses case priorities that correspond with the Customer Severity (TL9000) classifications set out in the table below. Notwithstanding the TL9000 Major Customer Severity definition, Nortel utilizes the following additional case priority definitions: E2, Business Critical, and Major to provide increased focus on certain types of Major problems.

If it is not clear which severity level applies to the reported hardware/software problem, then Nortel assignment of severity level shall be used; however, if a problem clearly belongs in a given severity level as defined below, then that severity level shall be used.

TL9000 Severity Classification	Nortel Case Priority	Examples
Critical		
	E1	Total or partial network element outage

	<p>Problems that severely affect service, capacity/traffic, billing and maintenance capabilities and require immediate corrective action, regardless of time of day or day of the week. Problem worked continuously until resolved. The customer is required to assist during this period.</p>	<p>A reduction in capacity or traffic handling capability such that expected loads cannot be handled</p> <p>Failure resulting in dynamic routing, switching capability or transport loss</p> <p>Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)</p> <p>Inability to restart the system</p> <p>Loss of billing/accounting capability</p> <p>Corruption of billing or system databases that requires service affecting corrective actions</p> <p>Other problems that severely affect service, capacity/traffic, billing, and maintenance capabilities or are jointly viewed by Nortel and the customer as critical</p>
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Major

	<p>E2</p> <p>Problems that result in potential service degradation and/or total outage. Serious situation not involving service degradation in a live environment, but leading to a total or partial loss of redundancy.</p>	<p>Loss of redundancy of critical functions (i.e. control, interface, power, cooling)</p> <p>Loss of protection switching capability</p> <p>Short outages equivalent to system or subsystem outages not seriously impacting service with accumulated duration of greater than two minutes in any 24-hour period, or that continue to repeat during longer periods</p> <p>A reduction in provisioned capacity of 5% and for a cumulative duration of > 10 minutes per 24 hours</p>
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		<p>Repeated degradation of DS1/E1 or higher rate spans or connections</p> <p>Loss of system's ability to perform automatic system reconfiguration</p> <p>Loss of access to maintenance or recovery operations</p> <p>Any loss of functional visibility and/or diagnostic capability</p> <p>Loss of system's ability to provide any required system critical/major alarms</p> <p>Total loss of access to provisioning</p>
	<p>Business Critical</p> <p>Problems that result in a major degradation of system or service performance that impacts service quality or significantly impairs network operator control or operational effectiveness. Overall network is degraded resulting in severe limitations to operations or network management software product has major feature that is not working properly with only a temporary workaround.</p> <p>Nortel requires continuous support from the customer operator during the troubleshooting and resolution period.</p>	<p>The customer has been given a work-around but the situation still requires constant attention due to the temporary nature of the work-around</p> <p>Software application/migration issues that gate the introduction of new services or functionality</p> <p>Billing error rates that exceed specifications</p> <p>Corruption of system or billing databases</p>
	<p>Major</p> <p>Problems that result in conditions that seriously affect system operation, maintenance and administration, etc. and require immediate attention. The urgency is less than in Business Critical situation because of a lesser immediate or impending affect on system performance,</p>	<p>Degradation of any capacity/traffic measurement function</p> <p>Degradation of functional visibility and/or diagnostic capability</p> <p>Degradation of access for maintenance or recovery operations</p>

	customers, and the customer's operation and revenue.	<p>Degradation of the system's ability to provide any required system critical/major alarms</p> <p>Loss of access for routine administrative activity</p> <p>Any system failure without direct immediate impact</p> <p>Intermittent degradation of services; partial loss of access to provisioning</p> <p>Software application/migration issues that do not impact service</p> <p>Reduction in any capacity/traffic measurement function</p> <p>Any loss of functional visibility and/or diagnostic capability</p> <p>Any significant increase in product-related customer trouble reports</p> <p>Follow-up to E1 customer problems</p> <p>Other problems that disrupt or prevent routine system activities, or problems that are jointly viewed as Major events by Nortel and the customer</p>
Minor		
	<p>Minor</p> <p>Problems do not significantly impair the functioning of the system and do not significantly affect service to customers. These problems are tolerable during system use.</p>	

Appendix C - Technical Support for MD and EOL Software Loads

Life Cycle for Software Loads

From a Nortel Technical Support point of view, there are five categories of software loads:

Software Load Status	Software Life Cycle Milestone	Software Availability	Technical Support Availability
Production Load	Generally Available (GA) or Channel Ready (ChR)	Orderable	The Production load is currently generally available (GA) or Channel Ready (ChR); Supported by TAS, ER, and patched where appropriate.
Active Load	Active	Special Order Only	The software load is Active. Supported by TAS, ER, and patched where appropriate.
Inactive Load	Inactive	Not Orderable	The software load is Inactive. Supported by TAS and ER. Consideration for patching for E1 and E2 priority emergency outages only.
Retired Load	Manufacture Discontinued (MD)	Not Orderable	The Retired load is Manufacture Discontinued. Supported by TAS and ER. The Retired load is not patched. Root Cause Analysis (RCA) is not available.
End Of Life (EOL)	End of Life (EOL)	Not Orderable	The EOL load has reached the Product Retirement or End of Life (EOL) stage of the life cycle and is no longer fully supported. The EOL load is not orderable. The EOL load is not patched. TAS and ER support may be limited. ER support at EOL does not include Root Cause Analysis (RCA). Stated SLA objectives for fix response times are not applicable for loads at EOL.

Note: Please contact your account representative to identify the classification of your current loads.

Appendix D - Service Level Agreement (SLA) Objectives

Nortel strives to meet service level objectives for fix response times that adhere to or exceed TL 9000 industry standards.

Service Level Agreement (SLA) objectives during Product Lifecycle

Load Type	E1/E2 Recovery	Business Critical/Major	Minor
Production Load	Standard SLA	Standard SLA	Standard SLA

Active load	Standard SLA	Standard SLA	Standard SLA
Inactive load	Standard SLA	Standard SLA	Standard SLA
Retired load	Standard SLA	Standard SLA	Standard SLA
End of Life	SLA objectives not supported	SLA objectives not supported	SLA objectives not supported

Service Level Objectives vary according to the level of service purchased by the customer.

Service Level Agreement (SLA) objectives for Wireline - Base Support Plan

Service	Response	Recovery	Resolution	Availability
E1				
Emergency Recovery	< 15 mins	Continuous until recovered 90% in 18 hrs	Follow-up: Major	24x7x365
E2				
Emergency Recovery	< 15 mins	Continuous until restored, action plan delivered in 24 hrs	Follow-up: Minor	24x7x365
Business Critical				
Technical Assistance Service	Within 1 hour		Product and Non Product Defect - 90% Resolved in 30 TL Days	24x7x365 (Page Out Support)

Major					
Technical Service	Assistance	Same Business Day		Product and Non Product Defect - 90% Resolved in 30 TL Days	8X5
Minor					
Technical Service	Assistance	Next Business Day		Product and Non Product Defect - 90% Resolved in 180 TL Days	8X5

Service Level Agreement (SLA) objectives for Wireless - Base Support Plan

Service	Response	Recovery	Resolution	Availability
E1				
Emergency Recovery	< 15 mins	Continuous until recovered 90% in 18 hrs	Follow-up: Major	24x7x365
E2				
Emergency Recovery	< 15 mins	Continuous until recovered 90% in 18 hrs	Follow-up: Minor	24x7x365

Business Critical				
Technical Service	Assistance	Within 1 hour		90% Resolved in 30 TL Days 24x7x365
Major				
Technical Service	Assistance	Same Business Day		90% Resolved in 30 TL Days 8X5
Minor				
Technical Service	Assistance	Next Business Day		90% Resolved in 180 TL Days 8X5

Notes:

- *TL9000 time includes 7X24 - 365 days/year - excluding time awaiting receipt of customer-provided data or actions.*
- *In limited situations, SLA objectives of third party suppliers may apply*

Repair - Return and Replace

Return and Replace service, a repair service from Nortel, provides for the replacement of a defective Nortel Field Replaceable Unit (FRU) with an equivalent FRU. Under this service, Nortel will use commercially reasonable efforts to ship an equivalent,

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replacement FRU to the customer within 10 business days following receipt of the defective FRU.

Nortel will register and manage requests for the Return and Replace service during normal business days and hours observed by Nortel in the region where the service is being performed.

Upon receiving the customer's request and after any diagnostics assistance, Nortel will allocate a part request number, also known as a Return Material Authorization (RMA) number, to each FRU to be replaced and notify the customer of the relevant part request number.

Following allocation of the part request number(s) - and provided that Nortel has a functionally equivalent FRU in stock - Nortel will ship an equivalent FRU within 10 business days from the receipt of the defective FRU. Where possible, Nortel will ship FRUs from its regional logistic locations. If an equivalent FRU is not in stock or if the replacement FRU must be physically returned to Nortel for repair due to its technology or configuration, Nortel will use commercially reasonable efforts to expedite the customer's order.

Customer Responsibilities

With regards to Repair Services, the customer will be required to:

- Pay all applicable duties, taxes, and other charges associated with the importation of the replacement (or repaired) FRU into the country of destination.
- Use the specifically assigned part request number(s) provided by Nortel and include completed Nortel Fault Report Forms when returning any FRU.
- Adhere to packing instructions provided by Nortel (including anti-static precautions) when returning the defective unit.
- Put the replacement (or repaired) FRU into service.

Note: On-site repair and on-site replacement labor are not included with Repair Services.

Assumptions

The following assumption will govern the delivery of Repair Services:

- Equipment still covered by original 12-month warranty is processed for repair using this process. However, the customer is not charged for repair equipment, including charges for return of defective items, if original warranty is still in place. Warranty equipment must be registered with Nortel via the support plan to receive warranty or non-warranty support. Once warranty expires, equipment repairs are handled via the Repair process set forth here until expiration of the support plan.

Nortel will incur the expense of shipping the replacement (or repaired) FRU to the customer using a method and carrier selected by Nortel.

- Nortel is responsible for loss of, or damage to, a FRU while it is in possession by Nortel or in transit to the customer. Nortel does not guarantee the arrival time of the replacement (or repaired) FRU.
- Unless required for operational reasons and agreed upon with Nortel, the replacement (or repaired) FRU will be at the then-current minimum hardware, firmware, and software release levels, as they are made Generally Available (GA) by Nortel.
- Nortel warrants the replacement (or repaired) FRU to be free from defects in workmanship and material attributable to Nortel for a period of 12 months from the replacement (or repaired) date.
- Nortel reserves the right to reject the return of any FRU that does not clearly display the specific part request number (RMA number).

As part of the Repair Service, Nortel will monitor all faulty circuit pack returns for No Fault Found (NFF) from the customer. The term NFF refers to a pack that upon receipt by Nortel is tested and found to comply with applicable Nortel specifications. All returns classified as NFF that are greater than 10% of the total circuit pack return volume from the customer will be subject to the per-incidence repair service fee, as published by Nortel. Nortel will measure the total circuit pack return volume on a quarterly basis.

Specific for Return and Replace Service

If in the judgment of Nortel, the returned FRU has been damaged by misuse, accident, modification, failure to maintain proper physical or operating environment or improper maintenance by the customer, then Nortel will contact the customer to decide upon the course of action. Possible actions may include:

- Scrapping the returned, defective FRU.
- Returning the defective unrepairs FRU to the customer at the customer's expense.
- Replacing the defective FRU in which case, Nortel will invoice the customer the full replacement cost of the unit at the then-current Nortel list price or any applicable contracted price.

Exclusions

The following exclusions will govern the delivery of Repair Services:

- Repair Services do not include Emergency Part Dispatch. For emergency situations requiring next-day shipment, the customer may request the Nortel Emergency Parts Dispatch service.
- Emergency repair support is accessible 24 hours a day, seven days a week
- Emergency service is subject to the terms and conditions of such service and subject to additional fees, as published in the Nortel Price List

- Under the Emergency Parts Dispatch service, Nortel will exercise all reasonable efforts to ship an equivalent FRU on the next day, subject at all times to Nortel having a functionally equivalent FRU in stock.
- The choice of delivery carrier and freight charges will be the customer's responsibility
- Hardware upgrades
- Coverage for: (i) consumable items and supplies that are "used up" during normal product operation (such as printer ribbons, light bulbs, fuses, filters, etc.), (ii) original equipment manufacturer (OEM) products/vendor equipment and the customer's third-party equipment not furnished by Nortel, (iii) cable plant, (iv) miscellaneous network hardware furnished by Nortel (such as monitors, printers, modems, etc.), (v) power equipment (such as fuse panel, batteries, miscellaneous hardware, racks, cabling, etc.), and (vi) major system assemblies (such as frames, bays, shelves, line drawers, etc.).
- On-site repair or replacement and any associated labor, or travel and living expenses

Nortel will not provide fault reports, or lead-time/performance metrics.

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Support Services cover Nortel products purchased either from Nortel or from an agent authorized by Nortel. Nortel will not be obligated to provide Support Services for any Nortel products purchased from unauthorized sources unless such products are certified by Nortel in order to qualify for Support Services. In addition, Nortel is not responsible for supporting third-party product(s) not supplied by Nortel or its agents.

***Note:** Available Nortel service offers to certify equipment for Support Services coverage include Optical Equipment Certification (A0504498), System Level Switch Certification for DMS (A0851089), Multiservice Switch Upgrade Certification (A0844533) and Services Edge Router Certification (A0506960). Certification by Nortel of equipment purchased from unauthorized sources or delivery of Support Services for such equipment does not relieve customer of any obligation that may be outstanding to pay applicable RTU fees.*

Third-Party Product Spares - Next Day

The Third-Party Product Spares - Next Day service consists of:

- Technical Support
- Third-Party Product Spares (dispatch of replacement part and dispatch of a field technician for on-site installation with a next-day target arrival at contracted customer sites).

With Nortel managing third-party spares inventory logistics as well as the assignment and dispatch of a field technician, the Third-Party Product Spares - Next Day service provides for the delivery and installation of replacement Field Replaceable Unit (FRUs) to the customer's contracted sites for the covered third-party products that are supplied by Nortel or purchased separately by the customer. Nortel will dispatch a spare part (FRU) to the customer's contracted site in exchange for the faulty FRU removed from the defective Nortel product. A field technician dispatched by Nortel to the customer's contracted site will remove the faulty FRU from the affected Nortel product, install the replacement FRU, and return the faulty FRU back to Nortel.

The Third-Party Product Spares - Next Day service virtually eliminates the need for the customer to purchase and hold spares inventory or to provide a field technician for spare-part replacement.

This service can more specifically help the customer:

- Receive dependable remote technical assistance and emergency recovery for issues associated with the operation and maintenance of Nortel products in the customer's network.
- Save spares hardware capital and expense because the service:
 - Eliminates dedicated spares inventory and lost spares hardware costs
 - Saves the cost of financing non-revenue-producing inventory
 - Saves on the expense of repairing and making baseline changes to sparing inventory

- Saves the cost associated with inventory taxes
- Save inventory management capital and expense because the service:
 - Saves costs associated with inventory management tools, storage cabinets, and local and central warehousing.
 - Eliminates or reduces delivery and shipping costs.
 - Eliminate resource requirements for personnel associated with:
 - Defective parts return management
 - Process management
 - Inventory planning and administration
 - Tracking and baseline control
 - 24x7 warehousing management
 - 24x7 parts delivery and installation
 - Hiring and training of field maintenance personnel

Service Deliverables

The Third-Party Product Spares - Next Day service deliverables includes:

- Contract Administration (or Spares Program Office) to support communications and administrative issues relating to the service.
- A single point of contact - the Nortel Managed Spares Call Center - for placing replacement FRU service requests.
- Access to, and use of, Nortel spares inventory from central depots.

- Spare-part warehousing and inventory management.
- Replacement FRU dispatch and delivery with a next-day target arrival to the customer's contracted sites.
- On-site removal of the faulty FRU and installation of the replacement FRU.
- Defective FRU return process
- Escalation management.

Technical Support

Base Technical Support involves remote support for issues associated with the maintenance of third-party products.

Note: Please refer to Technical Support section of this document for details

Nortel Managed Spares Call Center

The Nortel Managed Spares Call Center is the customer's single point of contact for the Third-Party Product Spares - Next Day service. The Call Center is available 24 hours a day, seven days a week and serves as:

- A single point of contact to receive replacement FRU service requests from the customer.
- A logistics and coordination center for all FRUs dispatched and delivered to the customer's contracted site(s).
- A coordination center for the assignment and dispatch of the field technician to the customer's contracted site(s).
- An information and escalation center for service requests.

Spares Inventory

To furnish the Third-Party Product Spares - Next Day service, Nortel owns, stocks, warehouses, and dispatches replacement FRUs from inventory held in central depots to

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support the maintenance of deployed Third-Party products. Nortel repairs the faulty FRUs returned on behalf of the customer in exchange for the replacement FRUs and returns them back into the spares inventory. This inventory is used to respond to service requests made by the customer under this service definition for the Third-Party Product Spares - Next Day service. Replacement FRUs may not be new but will be in working order and equivalent to the FRU exchanged.

Note: An inventory list used to price the Third-Party Product Spares - Next Day service will be provided. FRUs will be identified on the list.

All replacement FRUs are exchanged on a like-for-like basis and maintained at, or above, baseline releases specified by Nortel or the Third-Party Supplier. Each replacement FRU will be form, fit, and function compatible to the faulty FRU being replaced. The final inventory FRU list identified by Nortel as required to support the Nortel products in the customer's network will be based on the final product configurations of the inventory of Nortel products deployed in the customer's network at each of the customer's contracted site(s).

Spares Warehousing and Inventory Management

Nortel has a warehousing distribution system that is based on a central depot distribution center. A warehouse located in the United States provides for the dispatch of replacement FRUs to the customer's contracted sites located in most major metropolitan areas and strategic rural locations throughout North America.

Nortel establishes and maintains restocking levels that reflect service planning and inventory management practices that are standard in the industry. The spares inventory turnover is closely monitored and adjusted as necessary on an ongoing basis.

Replacement FRU Dispatch and Delivery

After a request for a replacement FRU has been validated by the Call Center, Nortel will pick, pack, and dispatch the replacement FRU using a common carrier overnight delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered the next day for customer requests received and validated by the Call Center prior to 7:00 pm, local time, at the dispatching central depot. Weekend and holiday deliveries are subject to common carrier limitations on its overnight delivery services for weekends and for its observed holidays.

Dispatch of Field Technician and Replacement FRU Installation

After a request for a replacement FRU has been validated by the Call Center, Nortel will assign a field technician, who will be scheduled for arrival on the next day for customer requests received and validated by the Call Center prior to 7:00 p.m., local time, at the dispatching central depot. The Call Center will coordinate the arrival of the field technician with the common carrier's scheduled overnight delivery of the replacement FRU at the customer's contracted site.

The Nortel field technician will deinstall the defective part and install the replacement FRU.

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Note: A list of field technician qualifications can be provided.

While on site, the field technician will assist in resolving technical issues associated with the faulty FRU by working under the direction of the Network Operations Center (NOC) personnel who are responsible for monitoring the customer's network. Nortel will assume that the NOC will play the lead role in resolving the network's technical issues; therefore, the NOC should have highly skilled technical product experts to troubleshoot the problem and to provide the field technician with the replacement directions and corrective actions to be performed on site.

The field technician will have the skills to assist the NOC in resolving the site hardware issue and will act as the "eyes and hands" on site for the NOC personnel. The technician will have been trained in the equipment's operation to aid the NOC in troubleshooting the problem and will replace the faulty hardware as required, but the technician will not troubleshoot without the direction of NOC personnel.

Defective FRU Return Process

Nortel field technician will arrange for the return of the faulty FRU back to Nortel on behalf of the customer. Faulty FRUs become Nortel property when received by Nortel. Upon receipt by Nortel of the exchanged (i.e., faulty) FRU, the replacement FRU becomes the customer's property.

***Note:** The Defective FRU Return Process will adhere to the Nortel Material on Loan (MOL) policy.*

Escalation Management

The Call Center is the escalation channel to the customer for raising unsatisfactory service conditions or immediate concerns associated with the Third-Party Product Spares - Next Day service. Nortel internal escalation will begin under the following situations:

- When the Call Center representative becomes aware of a condition that may prevent Nortel from meeting its dispatch for next-day delivery targets.
- In the event a replacement FRU is not available to meet the next-day delivery target.
- When the ability of Nortel to fulfill a replacement FRU service request is affected by a conflict between the customer's service request and the Nortel service entitlement database.

Nortel Responsibilities

The Third-Party Product Spares - Next Day service provides for Nortel to own, manage, and warehouse spares parts and then dispatch them on an as-needed basis to a contracted customer site to replace a failed unit in the network. A dispatched field technician will remove the defective part from service and install the replacement spare. The field technician will return the defective part to Nortel for repair so that it can be put back into inventory as a replacement part.

Service Level: Next Day

Third-Party Product Spares - Next Day service provides for dispatch of replacement FRUs and a field technician for arrival Monday through Friday from 7:00 a.m. to 7:00 p.m., customer local time. Weekend and holiday arrivals are subject to common carrier

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limitations on its overnight delivery services for weekends and for its observed holidays.

After the Nortel Managed Spares Call Center validates the customer's request for a replacement FRU, Nortel assigns a field technician and dispatches the replacement FRU(s), each to arrive at the customer's contracted site on the next day, if the request is validated prior to 7:00 p.m., local time, at the dispatching central depot. If validation is completed after 7:00 p.m., then arrival at the customer's contracted site will be on the second day.

For example, if validation is completed at 6:00 p.m. on Monday, then Nortel will assign the field technician and dispatch the replacement FRU(s) for arrival on Tuesday between 7:00 a.m. and 7:00 p.m. If validation is completed at 9:00 p.m. on Monday, then arrivals at the customer's contracted site will be on Wednesday between 7:00 a.m. and 7:00 p.m.

Any diagnosis and troubleshooting required to identify the faulty FRU to be replaced needs to be completed prior to the customer's placement of the call to the Call Center to request the replacement FRU. The response time interval starts after the Call Center's validation of the customer's request for a replacement FRU and the assignment of a replacement FRU service request number.

The Third-Party Product Spares - Next Day Service Level Target response times are set out below:

Third-Party Product Spares - Next Day Service Level Targets			
Service Level	Call Center Response	Field Technician and FRU Arrival at Site	Performance Target
Availability	24x7	7:00 am - 7:00 pm	95%
Response	Immediate	Next Day	95%

Note: Performance Targets are measured for each annual term. Nortel strives to dispatch replacement FRUs and field technicians to the correct customer contracted site and on time; however, there may be occasions where response times cannot be met, due to circumstances that are beyond Nortel's control.

Customer Responsibilities

The customer's responsibilities with regards to Technical Assistance and 24x7 Emergency Recovery have been described previously in the service definition for Technical Support.

With regards to the Third-Party Product Spares - Next Day service, the customer agrees that the service will not be used to supplement the customer's equipment ordering process. Further, the customer is required to:

- Provide the full count and product configurations of all the Nortel products deployed in the customer's network that are to be supported to allow for Nortel planning and management of appropriate replacement FRU inventories.
- Identify the location/address, any security access, and maps/driving instructions for each customer site to be covered by this service if in a non-urban area. For locations requiring special access, such as government facilities or financial institutions, the customer must provide written documentation needed to obtain access.

- Inform the contract administration prime (or a project office point of contact) of any change to the customer's site(s). This information must include new Nortel products and product configurations added
- to customer's network; any adds, changes, or deletions to existing configurations; and/or the establishment of new customer sites and/or product configurations at those customer sites.
- Provide the first level of diagnostics in determining the need for a replacement FRU using the customer's in-house structure that performs first-line support.
- Confirm appropriate access and make provisions for receiving the replacement FRU at a predefined time and location in a timely manner, which includes:
 - Informing the Call Center of any rules that apply to the Nortel field technician to gain access to the contracted customer's site.
 - Designating a customer representative to meet the carrier to receive delivery of the replacement FRU.
 - Designating a customer representative to meet the Nortel field technician and escort the technician to the affected product.
- Make arrangements for the Nortel field technician to leave the contracted customer site with the faulty FRU to return to Nortel on the customer's behalf.
- Agree that Nortel may subcontract all or any portion of the service to subcontractors selected by Nortel provided that Nortel remains fully responsible to the customer for the performance of the service set out in this service definition.

Assumptions

The following assumptions will govern the delivery of the Third-Party Product Spares - Next Day service:

- Service availability is subject to geographical limitations.

- In some instances, the proposed managed spares program is subject to a separate, valid, signed agreement between the customer and Nortel. This separate agreement will include a Contract Statement of Work (CSOW) and will set forth the applicable terms and conditions governing the acceptance and delivery of services. As long as the customer has provided the required product, configuration, quantity and location details as set forth in the Responsibilities section, further contract agreement are not required.

- Unless otherwise agreed to in writing between the customer and Nortel, the replacement FRU will be at the then-current minimum hardware, firmware, and software release levels as published by Nortel.

The Call Center will inform the customer's service requestor and the Nortel contract administration prime (or the project office point of contact) if a customer service request is outside the scope of work set out in this service definition (i.e., non-compliant). Examples of non-compliant requests include a service request on a non-contracted Nortel product, or a service request for a customer site not listed for coverage under this service definition. If the service request is non-compliant, then the customer may request a quotation from the

- Nortel contract administration prime (or the project office point of contact) for the Nortel list price for dispatch of a FRU or technician. If the customer proceeds with the non-compliant request, then the call will be verified against a Purchase Order (PO) number furnished by the customer, and a replacement FRU and/or technician will be dispatched on a commercially reasonable basis and will not be subject to the service-level targets set out in this service definition. The customer agrees to promptly pay invoices issued by Nortel for such non-compliant services.

In the event that the customer's representative is not at the customer's site designated by the authorized caller to meet the carrier and the Nortel field technician, then reasonable efforts will be made by the carrier and/or field technician to contact the customer's on-site representative for a period not to exceed 30 minutes after arrival. If the customer does not receive the replacement FRU and/or field technician, then the FRU will be returned to the originating spares depot, and/or the field technician will return to Nortel.

- Any changes to the scope of the project requirements once agreed upon will result in the requirement for a Job Change Order (JCO) with additional charges on a time-and-material basis

Exclusions

Unless negotiated otherwise, the Third-Party Product Spares - Next Day service will exclude:

- Spare inventory warehousing, inventory management and delivery of replacement FRUs not identified in the final contract with the customer or as subsequently modified in writing between the customer and Nortel.
- Support for any customer sites not identified in the final contract with the customer or as subsequently modified in writing between the customer and Nortel.
- Access to FRUs for the purposes of provisioning (i.e., adding to) the customer network.
- Logistics, inventory or service costs associated with changes to the customer network configuration - changes may include moves, adds, overbuilds, network extensions, new routes, etc.

Timelines

The CSOW will set forth the applicable terms and conditions governing the acceptance and delivery of Third-Party Product Spares - Next Day service and must be in place before the program set-up time begins. The standard service set-up lead-time is 30 days from Nortel acceptance of a customer PO. For extensive customer network deployments or where new local depot stocks need to be established, set-up lead-time may require up to 60 days. Service set up must be completed before the Nortel Call Center can begin accepting the customer's service request calls for replacement FRUs or to dispatch field technicians.

Corrective Content Management

Nortel offers the Corrective Content Management service for the delivery and application of patches and patch packages, as well as the application of maintenance releases that will be used to enhance software currently installed in customer sites or lab environments. This service provides skilled personnel for the delivery of patches to customer's network and the application of corrective content (patches, patch packages, and maintenance releases).

Service Deliverables

Nortel Corrective Content Management service includes the following deliverables:

- Download and application of patches and patch packages to elements (or point of use) in the customer's network, which are supported by this service offering under a standard 28-day cycle (see Appendix A). Patch application will be performed via auto-apply methodologies for those products that have auto-apply capability.
- Based upon individual product release schedules, application of maintenance releases to element(s) in the customer's network, which are supported under this service offering (see Appendix A).
- Electronic notification of patch delivery success or failure

Nortel Responsibilities

Nortel will be responsible for:

- Planning and scheduling service delivery with input from the customer representative
- Performing Corrective Content activities in compliance with Nortel standard specifications and procedures

- Delivering and applying the patches and patch packages, and apply the maintenance releases necessary for the customer's network element(s) based upon element information provided by the customer. Maintenance release, and patch/patch package applications will be performed during the agreed-upon maintenance window and following the distribution of the software to the network elements.

Note: *Corrective content may be downloaded at any point within a 24-hour/28-day period, unless otherwise specified by the customer.*

Note: *The application of some product corrective content may require a network element (or elements) to be taken out of service and/or restarted. Nortel, in conjunction with the customer, will manage this requirement as part of this service.*

Un-tarring and moving patches for SGSN (Serving GPRS Support Node) and SIG (SS7 IP Gateway) elements from the dropbox or SDS (Software Distribution Site) server to the end element where the patches will be applied. If patches are delivered to a dropbox, and an SDS

- exists within the customer's network, the patches will be moved from the dropbox to the SDS, un-tarred at the SDS, and then transferred to the end element. If no SDS exists, but a dropbox exists within the customer's network, the patches will be un-tarred on the dropbox and then transferred to the end element.
- Downloading and applying Emergency (EMG) category patches within three business days (Monday through Friday) from the time that the patch is released

***Note:** If an EMG patch is classified as disruptive, then the patch application schedule will have to be negotiated with the customer.*

- Removing patches categorized as Obsolete Emergency (OBE) within three business days
- Providing electronic notification to the customer upon successful/unsuccessful delivery and application of patch content
- Providing switch health checks prior to (and during) application activity. Health Check (NHC) looks for common, symptomatic network anomalies that would prevent a successful deployment of corrective content.
- Working in conjunction with the customer to identify and resolve any patch download and corrective content application failures (patching/patch packages or maintenance releases) that may arise during the delivery of the service
- Performing a post-check to verify operational status following patch/patch packages and maintenance releases corrective content application
- Leaving the network in the same state as prior to the start of the corrective content application process

Customer Responsibilities

For the successful delivery of this service, the customer must:

- Provide contact names, e-mail addresses, and phone numbers (preferably with voice mail), and keep contact list current through the duration of this service
- Identify which element(s) deployed within the network will be included in this service prior to the commencement of the service
- Provide Nortel with 24/7 remote access to the network element(s), device(s), and/or intermediate server (i.e., SDS, where applicable), including the location/user home directory, user ID, and password. The userid and password are to remain static throughout the duration

of the Corrective Content Management service. In the event a change is required, the customer will need to communicate the change(s) to Nortel in an agreed-upon timeframe and format.

Provide facilities for remote network access, including associated User IDs and passwords, through the use of a secure high-speed machine-to-machine interface using a VPN tunnel, T1/E1 link, Secure Shell connection or Contivity, and ensure that connectivity to the customer's

- NE(s) or device(s) is available at all times for automated corrective content download activity. The VPN tunnel should permit only authorized Nortel resources (personnel and equipment) to access the tunnel. These resources are only permitted with customer's consent and for the intent specified.

Caution:***

- Support for X.25 connectivity is limited to legacy DMS TDM switch elements for customers that already subscribe to this pre-existing service.
- Ensure sufficient space is available for corrective content download (where applicable) on the network element(s) or device(s) to which corrective content will be downloaded
- Provide a technically knowledgeable representative during all corrective content management activities, and have technically knowledgeable resources available to travel to site to address site related issues that may arise
- Ensure the network element(s) are at a compatible and appropriate software release level prior to the application of the corrective content
- Ensure any new hardware required to meet the requirements for applying corrective content is available and installed prior to the application
- Distribute maintenance loads (maintenance releases), when maintenance loads are available on media, to equipment requiring the corrective content prior to the start of the corrective content management service
- Troubleshoot all alarms prior to scheduled corrective content application activities
- Verify that the appropriate entitlements to use the corrective content software updates, whether through initial equipment purchase agreements, software support contracts, or other contractual agreements with Nortel are in place prior to the commencement of the service
- Ensure auto-apply is enabled on each DMS-100F switch and is set to run at least five days a week (for patching)

- Minimize changes to location and naming convention of NE(s) requiring corrective content (where applicable) download

Configure the dropbox for SGSN, USGSN and SIG patches as an SDS server if no SDS server exists within the customer's network. This will enable the patches to be un-tarred at the dropbox location and then transferred to the end element. Create an SDS if no SDS exists. In the case of GGSN patches, configure the dropbox as an SCS server if no SCS server exists within the customer's network. This will enable the patches to be un-tarred at the dropbox location and then transferred to the end element

- Provide file management and FTP (File Transfer Protocol) privileges on the SDS/SCS server

Assumptions

The following assumptions will govern the delivery of the Corrective Content Management service:

- This service is available for Nortel products supported under this service offering that are listed in Appendix A of this document, and which have met Nortel Patch Operations acceptance criteria.
- Where the Corrective Content service is offered remotely, it is provided via a secure customer-provided VPN tunnel *** for those customers who already subscribe to this pre-existing service
- IP addresses, user names, passwords, and directory structures must be left intact to help ensure successful ongoing corrective content delivery. If a change is made or requested to be made:
 - For NA and CALA, Patch Operations needs to be contacted at 1-800-4NORTEL using the appropriate Express Routing Code (ERC).
 - For EMEA, contact the software delivery prime.
- A customer representative will need to work with an authorized Nortel representative to form a virtual team; this team will coordinate all matters related to the service activities
- Communication between members of each team should be possible during normal Nortel business hours (Monday through Friday, 8 a.m. to 5 p.m. local time), excluding Nortel's holidays. Backup personnel and escalation paths will need to be identified and communicated between each team prior to the start of the service activities.
- All required customer-provided information should be received by Nortel within the required and agreed-upon timeframes.

For patching, this service is priced using a standard (28-day) cycle. If the customer requires more frequent patch/patch package download and application, the price of the service will be adjusted to accommodate this requirement (maintenance release service schedules will be based upon individual product release schedules).

- Only applicable “GEN” (Generally Available), “ACT” (Activateable), or “EMG” (Emergency) category corrective content (patches, patch packages, and/or maintenance releases) will be downloaded and applied as part of this service offering
- Corrective content (patches/patch packages and/or maintenance releases) with a status of “V” (Verification office) may be downloaded and applied for a site(s) that has been identified as a verification office
- Corrective content download is not dependent upon the availability of a maintenance window and may occur at any time of the day, unless the customer specifies and requests a specific window of time.

- The customer will need to identify all specific elements requiring service. If the actual number of NEs or current network design is different than that provided to Nortel at the time of the Corrective Content Management service proposal, or if the customer makes changes to the network after the service commences which causes additional effort (e.g., the corrective content management effort has started but needs to be rescheduled because of a gating hardware issue or additional effort is incurred to troubleshoot and clear corrective content management affecting alarms), then additional charges will apply, which will be charged at the then-current non-contract technical assistance rate plus expenses. Additional charges will be discussed and signed off by the customer’s primary contact before the commencement of work.
-

- For DMS and Wireline VoIP and Wireless Voice Core elements (Switch/HLR), download and application of EMG patches/patch packages and application of EMG maintenance releases will be performed within three business days. For Access or Data network elements, EMG corrective content will be downloaded within three business days and applied within two weeks.
-

***Note:** Above timeline is applicable (Monday through Friday) from the time that the emergency corrective content is released. If an EMG corrective content is classified as disruptive, the application schedule will have to be negotiated with the customer.*

- Application of maintenance releases and patch packages will be dependent upon individual product release schedules.

- Corrective content application will occur during maintenance window as agreed upon by the virtual team comprised of Nortel and Customer representatives. For the North American market, the default maintenance window is Monday-Thursday 11:00 p.m. to 6:00 a.m. (Eastern Time); any exceptions must be agreed upon by the virtual team prior to the commencement of work.
-

- The service is provided in conformance with Nortel’s published software and hardware support policies.
- This service is applicable only to the North America, Caribbean, Latin America (CALA) and EMEA markets.

Exclusions

Unless negotiated otherwise, the Corrective Content Management service will exclude:

- Implementing security measures, whether from a Nortel or a customer perspective, other than those expressly agreed upon.
- Reconfiguring existing equipment, whether previously supplied by Nortel or by another vendor.

Nortel offers the Corrective Content Management service for the delivery and application of patches and patch packages as well as the application of maintenance releases that will be used to enhance software currently installed in customer sites or lab environments. This service provides skilled personnel for the delivery of patches to customer's network and the application of corrective content (patches, patch packages and maintenance releases).

Service Deliverables

Corrective Content Management service includes:

- Downloading and applying patches and patch packages to elements (or point of use) in the customer's network, which are supported by this service offering under a standard 28-day cycle (certain products may be on a different service cycle (please see Appendix A for product-specific standards). Patch application will be performed via auto-apply methodologies for those products that have auto-apply capability.
- Based upon individual product release schedules, application of maintenance releases to element(s) in the customer's network, which are supported under this service offering (see Appendix A).
- Electronic notification of patch delivery success or failure

Nortel Responsibilities

Nortel will be responsible for:

- Planning and scheduling service delivery with input from the customer representative
- Performing corrective content activities in compliance with Nortel standard specifications and procedures

- Delivering and applying the patches and patch packages, and applying the maintenance releases necessary for the customer's network element(s) based upon element information provided by the customer. Maintenance release, and patch/patch package applications will be performed during the agreed-upon maintenance window and following the distribution of the software to the network elements.

Note: *Corrective content may be downloaded at any point within a 24-hour/28-day period, unless otherwise specified by the customer.*

Note: *The application of some product corrective content may require a network element (or elements) to be taken out of service and/or restarted. Nortel, in conjunction with the customer, will manage this requirement as part of this service.*

Un-tarring, and moving the patches from the dropbox or SDS (Software Distribution Site) server , in the case of SGSN (Serving GPRS Support Node) and SIG (SS7 IP Gateway) elements, to the end element where the patches will be applied. If patches are delivered to a dropbox, and an SDS exists within the customer's network, the patches will be moved from the dropbox to the SDS, un-tarred at the SDS, and then transferred to the end element. If no SDS exists, but a dropbox exists within the customer's network, the patches will be un-tarred on the dropbox and then transferred to the end element.

- Downloading and applying Emergency (EMG) category patches within three business days (Monday through Friday) from the time that the patch is released

***Note:** If an EMG patch is classified as disruptive, then the patch application schedule will have to be negotiated with the customer.*

- Removing patches categorized as Obsolete Emergency (OBE) within three business days
- Providing electronic notification to the customer upon successful/unsuccessful delivery and application of patch content
- Providing switch health checks prior to and during application activity. Health Check (NHC) looks for common, symptomatic network anomalies that would prevent a successful deployment of corrective content.
- Working in conjunction with the customer to identify and resolve any patch download and corrective content application failures (patching/patch packages or maintenance releases) that may arise during the delivery of the service
- Performing a post-check to verify operational status following patch/patch packages and maintenance releases corrective content application
- Leaving the network in the same state as prior to the start of the corrective content application process

Customer Responsibilities

For the successful delivery of this service, the customer must:

- Provide contact names, e-mail addresses, and phone numbers (preferably with voice mail), and keep contact list current through the duration of this service
- Identify which element(s) deployed within the network will be included in this service prior to the commencement of the service
- Provide Nortel with 24/7 remote access to the network element(s), device(s), and/or intermediate server (i.e., SDS, where applicable), including the location/user home directory, user ID, and password. The userid and password are to remain static throughout the duration

of the Corrective Content Management service. In the event a change is required, the customer will need to communicate the change(s) to Nortel in an agreed-upon timeframe and format.

- Provide facilities for remote network access, ***.

Note: ***

Caution:***

- Support for *** customers who already subscribe to this pre-existing service.
- Ensure sufficient space is available for corrective content download (where applicable) on the network element(s) or device(s) to which corrective content will be downloaded
- Provide a technically knowledgeable representative during all corrective content management activities, and have technically knowledgeable resources available to travel to site to address site related issues that may arise
- Ensure the network element(s) are at a compatible and appropriate software release level prior to the application of the corrective content
- Ensure any new hardware required to meet the requirements for applying corrective content is available and installed prior to the application
- Distribute maintenance load(s) (maintenance releases) to equipment requiring the corrective content prior to the start of the corrective content management service when maintenance loads are available on media
- Troubleshoot all alarms prior to scheduled corrective content application activities
- Verify that the appropriate entitlements to use the corrective content software updates, whether through initial equipment purchase agreements, software support contracts, or other contractual agreements with Nortel are in place prior to the commencement of the service
- Ensure “auto-apply” is enabled on each DMS-100F switch and is set to run at least five days a week (for patching)
- Minimize changes to location and naming convention of network element(s) requiring corrective content (where applicable) download

- Provide file management and FTP (File Transfer Protocol) privileges on the SDS/SCS server

Assumptions

The following assumptions will govern the delivery of the Corrective Content Management service:

- This service is available for Nortel products supported under this service offering that are listed in Appendix A of this document, and which have met Nortel Patch Operations acceptance criteria.
- Where the Corrective Content service is offered remotely, it is provided *** for those customers who already subscribe to this pre-existing service
- IP addresses, user names, passwords, and directory structures must be left intact to help ensure successful ongoing corrective content delivery. If a change is made or requested to be made:
- For NA and CALA, Patch Operations needs to be contacted at 1-800-4NORTEL using the appropriate Express Routing Code (ERC).
- For EMEA, contact the software delivery prime.

- A customer representative will need to work with an authorized Nortel representative to form a virtual team; this team will coordinate all matters related to the service activities

Communication between members of each team should be possible during normal Nortel business hours (Monday through Friday, 8 a.m. to 5 p.m., local time), excluding Nortel's holidays. Backup personnel and escalation paths will need to be identified and communicated between each team prior to the start of the service activities.

- All required customer-provided information should be received by Nortel within the required and agreed upon timeframes.

For patching, this service is priced using a standard (28-day) cycle. If the customer requires more frequent patch/patch package download and application, the price of the service will be adjusted to accommodate this requirement (maintenance release service schedules will be based upon individual product release schedules).

- Only applicable "GEN" (Generally Available), "ACT" (Activateable), or "EMG" (Emergency) category corrective content (patches, patch packages, and/or maintenance releases) will be downloaded and applied as part of this service offering

- Corrective content (patches/patch packages and/or maintenance releases) with a status of "V" (Verification office) may be downloaded and applied for a site(s) that has been identified as a verification office

- Corrective content download is not dependent upon the availability of a maintenance window and may occur at any time of the day unless the customer specifies and requests a specific window of time.

The customer will need to identify all specific elements requiring service. If the actual number of NEs or current network design is different than that provided to Nortel at the time of the Corrective Content Management service proposal, or if the customer makes changes to the network after the service commences which causes additional effort (e.g., the corrective content management effort has started but needs to be rescheduled because of a gating hardware issue or additional effort is incurred to troubleshoot and clear corrective content management affecting alarms), then additional charges will apply, which will be charged at the then-current non-contract technical assistance rate plus expenses. Additional charges will be discussed and signed off by the customer's primary contact before the commencement of work.

- For DMS and Wireline VoIP and Wireless Voice Core elements (switch/HLR), download and application of EMG patches/patch packages and application of EMG maintenance releases will be performed within three business days. For Access or Data network elements, EMG corrective content will be downloaded within three business days and applied within two weeks.

***Note:** Above timeline is applicable (Monday through Friday) from the time that the emergency corrective content is released. If an EMG corrective content is classified as disruptive, the application schedule will have to be negotiated with the customer.*

- Application of maintenance releases and patch packages will be dependent upon individual product release schedules.

- Corrective content application will occur during maintenance window as agreed upon by the virtual team comprised of Nortel and customer representatives. For the North American market, the default maintenance window is Monday-Thursday 11:00 p.m. to 6:00 a.m. (Eastern Time - NA); any exceptions must be agreed upon by the virtual team prior to the commencement of work.

- The service is provided in conformance with Nortel's published software and hardware support policies.
- This service is applicable only to the North America, Caribbean, Latin America (CALA) and EMEA markets.

Exclusions

Unless negotiated otherwise, the Corrective Content Management service will exclude:

- Implementing security measures, whether from a Nortel or a customer perspective, other than those expressly agreed upon.
- Reconfiguring existing equipment, whether previously supplied by Nortel or by another vendor.
- Providing emergency recovery service for customer NEs.

- Providing technical support for customer NEs.
- Providing customer mentoring
- Handling “LTD” (Limited) and “DBG” (Debug) patches.
- Activating “ACT” (Activateable) patches. These patches will be applied as necessary, but the activation activity is the responsibility of the customer.
- Handling any V category corrective content except for customer sites identified as verification offices.
- Providing services other than those specifically described herein. Any additional support requested by the customer will be ordered and charged separately.
- Providing any software or hardware required to be purchased prior to the corrective content download and application activities, nor the application of software required to be applied to the element prior to the application of the corrective content.

Timelines

The lead time to commence delivery of the Corrective Content Management service is six weeks from the acceptance of the customer’s purchase order (PO) by Nortel and receipt of a completed Services Entitlement Form (SEF). If connectivity to the customer’s network *** is not established prior to the commencement of this service, the lead-time to commence delivery of the Corrective Content Management service will be added to the lead time required to implement VPN connectivity.

Nortel, in conjunction with the customer, will determine a timeline for the start and completion of this service. Patches will be downloaded and applied on a pre-determined 28-day cycle. Maintenance releases and patch package service schedules will be based upon individual product release schedules.

The delivery time to complete the Corrective Content Management is dependent upon the number of network elements.

***Note:** Nortel requires a two-week notice to reschedule personnel.*

Pricing Notes

- The order code for the Corrective Content Management service is GR5353000/N0025982.
- The Corrective Content Management service is an annually contracted service.
- Pricing for this service is ***

- Requests to perform corrective content application outside of the agreed upon maintenance window may result in additional costs for the Corrective Content Management service.
- The purchase of this service does not relieve the customer from paying any software Right-to-Use fees, where applicable.

If any work is performed outside of the Corrective Content Management service description, the work will be charged at the then-current non-contract technical assistance rate plus expenses. Additionally, delays outside of the control of Nortel (e.g., when service activities are suspended or delayed due to site or equipment readiness issues, or connectivity is not available into the customer's network through the

- customer's VPN tunnel, etc.) that impede the progress of the delivery of this service will be charged at this rate. Any changes to the scope of the project requirements, once agreed upon, will result in the requirement for a change order with additional charges on a time-and-material basis. Corresponding changes will also be made to the schedule for completion of the job. These items will be discussed and signed off by the primary contact designated by the customer.
- If the service can be performed remotely, but on-site services are requested, then premium rates will apply.

Appendix A - Equipment Types

Element Type	Patch Delivery		Patch Management		Maintenance Release Management	
	Remote	Onsite	Remote	Onsite	Remote	Onsite
***	Yes	Yes	Yes	Yes	Not Applicable	
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Applicable		Not Applicable		Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Not Applicable		Not Applicable		Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable	
***	Yes	Yes	Yes	Yes	Not Applicable	
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Not Applicable		Not Applicable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable	

***	Not Patchable		Not Patchable	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable
***	Not Patchable		Not Patchable	Yes	Yes
***	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable
***	Not Applicable		Not Applicable	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Not Applicable
***	Yes	Yes	Yes	Yes	Not Applicable
***	Not Applicable		Not Applicable	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Not Patchable		Not Patchable	Not Supported	
***	Not Supported		Not Supported	Not Supported	
***	Not Patchable		Not Patchable	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Supported
***	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Supported
***	Yes	Yes	Yes	Yes	Not Supported
***	Yes	Yes	Yes	Yes	Not Supported
***	Yes	Yes	Yes	Yes	Not Supported
***	Not Patchable		Not Patchable	Not Supported	
***	Not Supported		Not Supported	Not Supported	

***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
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***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Patchable		Not Patchable		Not Supported	
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable	
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable	
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable	
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Supported		Not Supported		Yes	Yes
***	Not Applicable		Not Applicable		Yes	Yes
***	Yes	Yes	Yes	Yes	Not Applicable	

***	Not Patchable		Not Patchable		Not Supported	
***	Not Patchable		Not Patchable		Yes	Yes
***	Yes	Yes	Yes	Yes	Yes	Yes
***	Not Patchable		Not Patchable		Yes	Yes
***	Not Patchable		Not Patchable		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Patchable		Not Patchable		Yes	Yes
***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	
***	Not Supported		Not Supported		Not Supported	

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

Optional Services**Software Release Service - Basic**

Software Release Service - Basic provides Application Software for covered network devices.

http://navigate.us.nortel.com/imds?pg=/pss/service/softwarerel_basic&view=PreSales#ServiceDefinitionDocument_

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT A

Redacted

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT B**Redacted**

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT C**Redacted**

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT D**Redacted**

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT E**Redacted**

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT F**Redacted**

***Information omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

EXHIBIT G

**CDMA Acceptance 1xRTT Test Plan
Redacted**