

**INTERCONNECTION AGREEMENT BETWEEN
COMMONWEALTH TELEPHONE COMPANY AND SOUTHWESTERN BELL
MOBILE SYSTEMS, LLC DBA CINGULAR WIRELESS**

THIS INTERCONNECTION AGREEMENT (‘Agreement’), effective June 1, 2004 (‘Effective Date’), is by and between Southwestern Bell Mobile Systems, LLC dba Cingular Wireless (‘Cingular’) a Delaware limited liability corporation with offices at 5565 Glenridge Connector, Atlanta, GA 30342, and Commonwealth Telephone Company (‘CTCO’) a Pennsylvania corporation with offices at 100 CTE Drive, Dallas, Pennsylvania 18612. Cingular and CTCO are each individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’.

WHEREAS, CTCO provides Local Exchange Services within the Commonwealth of Pennsylvania; and

WHEREAS, Cingular is licensed by the FCC to provide CMRS service in the Commonwealth of Pennsylvania; and

WHEREAS, the Parties have agreed to interconnect their respective telecommunications networks pursuant to Section 251 of the Act.

NOW THEREFORE, in consideration of the mutual promises and covenants and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1.0 DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings specified below in this Section. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural and vice-a-versa. Any term not defined herein shall have the meanings ordinarily ascribed to such term in the telecommunications industry.

1.1 ‘Act’ - The Communications Act of 1934, as amended, *inter alia*, by the Telecommunications Act of 1996.

1.2 ‘Agreement’ – This Wireline-To-Wireless Interconnection and Reciprocal Compensation Agreement, including all Exhibits, attachments or subsequently executed amendments.

1.3 ‘CMRS’- Commercial Mobile Radio Service as defined in 47 C.F.R. §20.3.

1.4 ‘Commission’– Pennsylvania Public Utility Commission

1.5 ‘Customer’–An end user who is a subscriber to the services provided by either of the Parties.

1.6 ‘FCC’ - The Federal Communications Commission.

1.7 'Internet Traffic' - Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.8 'IXC' or 'Interexchange Carrier' – For purposes of this Agreement, a telecommunications carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.9 'LATA'–Local Access and Transit Area as defined in the Act.

1.10 'LEC'–Local Exchange Carrier as defined in Section 3 (26) of the Act.

1.11 'Local Exchange Service'–as defined in the Act.

1.12 'Local Number Portability' or 'LNP'–shall have the meaning set forth in the Act.

1.13 'Local Service Request' or 'LSR'–Forms containing information about a Customer who desires to port a telephone number, as set forth in the Local Service Ordering Guidelines ('LSOG').

1.14 'Meet-Point Billed Traffic'–Traffic routed between Cingular and a third party through a CTCO tandem, where such traffic is carried over: (i) Access Toll Connecting Trunks directly connecting Cingular's network and that CTCO tandem, and (ii) Feature Group B, C or D switched access service trunks directly connecting the third party's network and that CTCO tandem. Such traffic shall be routed solely in accordance with the routing guidelines of the LERG.

1.15 'MTA'- Major Trading Area is defined in 47 C.F.R. § 24.102.

1.16 'NPA'–The three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed.

1.17 'NXX'–The three-digit code which appears as the first three digits of a seven-digit telephone number within a valid NPA.

1.18 'POI'–Point of Interconnection means the physical point at which the Parties shall interconnect their networks for the purpose of exchanging traffic as specified in the Agreement.

1.19 'Reciprocal Compensation Traffic' – Traffic which is eligible for reciprocal compensation between the Parties, and is limited to: (i) calling traffic placed from a CTCO-provided Local Exchange Service to a Cingular-Provided CMRS Service, where NPA-NXX designations of the two services are associated with rate centers within the same Local or EAS calling areas as defined by CTCO's local exchange tariff(s) in effect at the time the call is placed; or (ii) calling traffic placed from a Cingular-Provided CMRS Service to a CTCO-provided Local Exchange Service, where at the beginning of the call, the CMRS service is located in the same

MTA as the Rate Center associated with the NPA-NXX of the Local Exchange Service. Reciprocal Compensation Traffic does not include Internet Traffic.

1.20 ‘Switched Access Traffic’ – Traffic which, pursuant to applicable law and regulation, is subject to rates, terms, and conditions defined in each Party’s effective intrastate or interstate access tariffs or comparable contractual instruments, and is limited to: (i) calling traffic placed from a CTCO-provided Local Exchange Service to a Cingular-Provided CMRS Service, where the NPA-NXX designations of the two services are associated with rate centers which are not located within the Local or EAS calling areas of the CTCO-provided service, as defined by CTCO’s local exchange tariff(s) in effect at the time the call is placed; and (ii) calling traffic placed from a Cingular-Provided CMRS Service to a CTCO-provided Local Exchange Service, where at the beginning of the call, the CMRS service is not located in the same MTA as the rate center associated with the NPA-NXX of the Local Exchange Service.

1.21 ‘Transit Traffic’ – Traffic routed between Cingular and a third party through a CTCO tandem, where such traffic is carried over: (i) Traffic Exchange Trunks which directly interconnect Cingular’s network to that CTCO tandem, and (ii) Traffic Exchange Trunks (or equivalent) which directly interconnect the third party’s network to that CTCO tandem. Such traffic shall be routed solely in accordance with the routing guidelines of the LERG.

1.22 ‘Cingular-Provided CMRS Service’ – for purposes of the Agreement shall include CMRS end users which are home or roaming on the Cingular network at the beginning of any call involving such CMRS service.

2.0 INTERCONNECTION ARRANGEMENTS

The Parties shall interconnect their networks in each LATA in which CTCO provides Local Exchange Service and Cingular provides CMRS service, employing both indirect interconnection and direct interconnection, as provided in Sections 2.1 and 2.2.

2.1 Indirect Interconnection. Indirect interconnection shall be through each third party ILEC tandem switch to which both Parties have otherwise individually connected their own switches, to the extent that such connections allow for the exchange of traffic between the Parties.

2.1.1 Each Party shall be individually responsible for all connectivity between its network and the third party ILEC tandem switch. However, nothing in this Section 2.1 shall be construed so as to require either Party to: (i) establish a connection between an individual switch and a third party ILEC tandem where no such connection previously existed; (ii) modify an existing connection between an individual switch and a third party ILEC tandem which does not currently allow for transmission of such traffic between the Parties; or (iii) maintain a connection between an individual switch and a third party ILEC tandem solely for the purpose of exchanging traffic with the other Party

2.1.2 Each Party shall exchange traffic with the other Party over such connection at a grade of service at least equal to the overall grade of service which that

Party maintains for the exchange of comparable traffic with other parties over the same connection

2.1.3 All routing of traffic over such connections shall be in accordance with the Local Exchange Routing Guide.

2.1.4 Each Party shall notify the other Party at least sixty (60) days in advance of a network change with a third party that will effect the routing of any traffic subject to this agreement.

2.1.5 Where the Parties directly interconnect their networks pursuant to Section 2.2 of the Agreement, indirect interconnection shall be employed solely for alternative routing of Reciprocal Compensation Traffic and Switched Access Traffic between their networks in event of emergency, equipment failure or call blockage over the Traffic Exchange Trunk Groups.

2.1.6 Where the Parties do not directly interconnect their networks pursuant to Section 2.2 of the Agreement, indirect interconnection shall be employed solely for general routing of Reciprocal Compensation Traffic and Switched Access Traffic between their networks.

2.1.7 The provisions of Sections 2.2, 2.3, 2.4, 2.5, 3.0 and 4.0 shall not apply for indirect interconnection.

2.2 Direct Interconnection. The Parties shall directly interconnect their networks pursuant to the provisions of Sections 2.2, 2.3, 2.4, 2.5, 3.0 and 4.0, in each LATA in which CTCO maintains a tandem switch or only one (1) Class 5 host switch. In LATAs where, at the time the Agreement is executed, CTCO does not maintain a tandem switch or only one (1) Class 5 host switch (and thus where the Parties initially interconnect solely on an indirect basis), the Parties will establish direct interconnection on: (i) a specific switch-to-switch basis upon reaching the minimum switch-to-switch traffic threshold pursuant to Section 3.3 of the Agreement; and (ii) a LATA-wide basis upon activation of a CTCO tandem in the LATA, or upon reconfiguration of CTCO's network in the LATA to a single Class 5 host switch.

2.3 Points of Interconnection (POIs). In each LATA in which the Parties interconnect their networks, the Parties shall mutually designate a single location to serve as the POI for that LATA, at which location the Parties shall arrange to interconnect all Traffic Exchange Trunks and all Access Toll Connecting Trunks, pursuant to Agreement Sections 3.0 and 4.0, respectively, provided that: (i) each POI shall be located within CTCO's contiguous serving area in each LATA, and (ii) each POI shall be a location suitable for the interconnection of high capacity transport facilities between the Parties' networks. In each LATA in which more than one (1) Cingular switch will be interconnected to CTCO's network, the Parties may, at Cingular's sole option, designate two (2) POIs; provided that, all Traffic Exchange Trunks and Access Toll Connecting Trunks which connect to an individual Cingular switch shall be interconnected at the same POI. For each LATA in which they interconnect their networks, the Parties shall list in Exhibit A of the Agreement: (i) the address of the POI(s) in that LATA; and (ii) the Cingular

switch(es) which will be interconnected via such POI(s) by trunk type. The Parties shall update Exhibit A as needed.

2.4 Transport Facilities. Unless otherwise mutually agreed by the Parties, the Parties shall interconnect their transport facilities at each POI at the DS1 interface level, configuring individual DS1-level trunks between their respective switches over such facilities pursuant to the terms specified in Sections 2.5, 3.0 and 4.0 of the Agreement. Each Party shall be solely responsible for installing and maintaining all transport for all trunk groups between its switches and the POI, in sufficient quantities and capacities, including any necessary hubbing, multiplexing, cross-connects, or other intermediate transport facilities, to ensure the completion of calls over such trunk groups, pursuant to the terms specified in Sections 2.5, 3.0 and 4.0 of the Agreement.

2.5 Ordering Trunk Groups. Orders for trunk groups between the Parties shall be pursuant to industry standard Access Service Request (ASR) process as defined by the Ordering and Billing Forum ("OBF"). It shall be CTCO's responsibility to submit ASRs to Cingular for the provision of Cingular Terminating Trunk Groups at the POI. It shall be Cingular's responsibility to submit ASRs to CTCO for the provision of CTCO Terminating Trunk Groups at the POI. The Parties will mutually determine procedures for establishing Access Toll Connecting Trunks (and transport to carry such trunks) between Cingular switches and CTCO tandems, pursuant to Section 4.0 and Exhibit C.

2.6 Routing of Traffic. All traffic between the Parties shall be routed pursuant to the Local Exchange Routing Guide ("LERG"), except as otherwise mutually agreed. In the event a Party routes traffic to the other Party in manner inconsistent with both the LERG guidelines and any mutual agreements between the Parties pertaining to routing of such traffic, the Party routing the traffic shall reimburse the receiving Party for transiting and for any transport and termination charges imposed on the receiving Party by any third parties.

3.0 TRAFFIC EXCHANGE TRUNK GROUPS

3.1 One-Way Trunks. The Parties shall establish over the Transport Facilities prescribed in Section 2.4, Traffic Exchange Trunk Groups between their respective networks, to be configured as one-way, DS1-level (24 voice-grade channels) inter-machine trunks. The following Traffic Exchange Trunk Groups shall be established:

3.1.1 Cingular Terminating Trunk Groups. These trunk groups shall carry traffic from the CTCO switch to which the trunk group is connected, to the Cingular switch to which the trunk group is connected. The POI for such trunk groups shall be as set forth in Section 2.3. Where such trunk group is connected to a CTCO tandem switch, such traffic shall have originated from an NPA-NXX assigned to: (i) a CTCO end office switch subtending that tandem, or (ii) a third party's switch which is interconnected to that tandem for the purpose of traffic exchange. Where such trunk group is connected to a CTCO end office switch, such traffic shall have originated from an NPA-NXX assigned to that end office switch. In all cases, such traffic shall terminate to an NPA-NXX assigned to the Cingular switch to which the trunk group is connected.

3.1.2 CTCO Terminating Trunk Groups. These trunk groups shall carry traffic from the Cingular switch to which the trunk group is connected, to the CTCO switch to which the trunk group is connected. The POI for such trunk groups shall be as set forth in Section 2.3. Where such trunk group is connected to a CTCO tandem switch, such traffic shall terminate to an NPA-NXX assigned to: (i) a CTCO end office switch subtending that tandem, or (ii) a third party's switch which is interconnected to that tandem for the purpose of traffic exchange. Where such trunk group is connected to a CTCO end office switch, such traffic shall terminate to an NPA-NXX assigned to that end office switch.

3.2 Initial Trunk Groups. Initial trunk groups shall be established between each Cingular switch serving the relevant MTA which overlaps the LATA in which interconnection occurs, and the CTCO tandem switch serving that LATA. The POI for such trunk groups shall be as set forth in Section 2.3.

3.3 Direct Trunk Groups. A direct trunk group between an individual Cingular switch and an individual CTCO End Office switch shall be implemented when one-way traffic between the two switches reaches a threshold of 600,000 minutes per month for three consecutive months. The POI for such trunk groups shall be as set forth in Section 2.3.

3.4 Traffic Types. Traffic Exchange Trunk Groups shall be used by the Parties exclusively to transmit Reciprocal Compensation Traffic, Transit Traffic and Switched Access Traffic between their networks. The Parties mutually acknowledge that the types of traffic provided for under the Agreement do not include all types of traffic that either Party may lawfully carry and exchange with the other Party. Each Party reserves the right to request interconnection arrangements for any type of telecommunications traffic not within the scope of the Agreement, and the other Party, upon receiving such a request, shall negotiate in good faith to establish such arrangements consistent with the provisions of the Act. Any such arrangements shall be governed either by an amendment to the Agreement or by a separate agreement between the Parties.

3.5 SS7. Unless otherwise mutually agreed by the Parties, the Parties will interconnect their respective networks using SS7 signaling. SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for local call set-up, including Integrated Services Digital Network User Part (ISUP) and Transaction Capability User Part (TCAP) messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

3.6 Rating. Each Party shall rate calls placed by its subscribers to subscribers of the other Party, according to the Rate Centers of the calling and called telephone numbers, in the same manner as it rates calls within its own network or between its own network and networks of other entities. Notwithstanding the above, nothing in the Agreement shall be construed to restrict either Party's abilities and discretion to establish, modify, market, sell or advertise its various calling plans or products.

3.7 Intercept Messages. Each Party shall provide voice recorded intercept announcements and/or distinctive tone signals to the calling Party (when appropriate) when traffic is directed to a number within one of its NPA-NXXs or line ranges that has not been assigned to a customer.

3.8 Traffic Forecasting. To facilitate network planning, upon written request, each Party shall provide the other Party with the non-binding forecast of traffic volume to be terminated on the network of the other Party over the Traffic Exchange Trunk Groups; provided, however, that the forecasts shall not be requested more often than quarterly. Each Party shall be responsible for engineering and maintaining, and/or ordering the Transport Facilities used to deliver its traffic to the other Party. Each Party shall arrange the Transport Facilities in accordance with industry standards and maintain a sufficient number of Transport Facilities to maintain a P.01 blocking rate for traffic delivered to the other Party, but in no event less than the level of quality to which such Party provides for such facilities to itself, a subsidiary, an affiliate, or any other telecommunications carrier.

3.9 Trouble Reporting and Maintenance. Each Party shall provide the other Party with a telephone number that is readily accessible and available twenty-four (24) hours a day seven (7) days a week and trouble escalation procedures to be used to notify such Party in the event such Party's Transport Facilities are in need of maintenance or repair. The notified Party shall perform all maintenance and testing as is reasonable and necessary to restore the Transport Facilities used by it to deliver traffic to the other Party. Before either Party reports a trouble condition to the other Party, the reporting Party must first use reasonable efforts to isolate the trouble to the other Parties' network or facilities. Each Party shall provide the other Party with test line numbers and access to test lines, including a test line number that returns answer supervision in each of such Party's NPA-NXXs or line ranges. A Party shall notify the other Party if an equipment failure occurs that may affect the Transport Facilities or the other Party's network. A Party may temporarily disconnect the Transport Facility if such Facility is causing disruption in its own network without advance notice to the other Party, but such Party shall provide notice of the temporary disconnection within one (1) hour of such disconnection.

3.10 Cooperation of the Parties. The Parties shall cooperate in order to establish joint procedures as needed to implement the interconnection arrangements pursuant to the Agreement.

4.0 ACCESS TOLL CONNECTING TRUNK GROUPS

Access Toll Connecting Trunk Groups shall be established, at Cingular's option, for the exclusive transmission of Meet-Point Billed Traffic between a Cingular switch and a CTCO tandem switch, whereby CTCO and Cingular shall jointly provide meet-point billed switched access service to purchasers of switched access from CTCO at such tandem switch, for traffic originated from or terminated to Cingular NPA-NXX codes for which that CTCO tandem switch has been listed in the LERG as the "homing tandem". The Meet-Point at which the Parties shall interconnect each Access Toll Connecting Trunk group shall be the POI corresponding to the Cingular switch to which such trunk is connected, pursuant to Section 2.3 of the Agreement. Access Toll Connecting Trunk Groups shall be established as two-way trunk groups, pursuant to

standard industry practice for such trunk groups. Meet-point billing associated with the Access Toll Connecting Trunk Groups shall be provided pursuant to Exhibit C of the Agreement.

5.0 COMPENSATION ARRANGEMENTS

5.1 Transport and Termination. All compensation between the Parties for transport and termination of traffic carried over the Traffic Exchange Trunk Groups, as well as for traffic exchanged via indirect interconnection, shall be pursuant to Exhibit B. No other compensation between the Parties shall apply under the Agreement.

5.2 Meet-Point Billing. Meet-Point Billing arrangements between the Parties for traffic carried over the Access Toll Connecting Trunks shall be pursuant to Exhibit C.

5.3 SS7. Each Party shall be responsible for all costs associated with establishing its own SS7 functionality, including all SS7 links, STPs, and SS7 database dips. Neither Party shall bill the other Party for SS7 signaling or services on Reciprocal Compensation traffic.

5.4 Payment. Each Party agrees to pay to the other Party all undisputed billed amounts upon receipt and all amounts not paid within forty-five (45) days of the date of the invoice shall be past due. Any undisputed past due amount will accrue late charges at the lesser of: (a) 1.5% per month, or (b) the maximum rate allowed under applicable law. A Party has thirty (30) days after receipt of an invoice to dispute, in writing, any charges. The Parties shall cooperate in a good faith effort to resolve any disputed amounts. If unable to achieve a mutually acceptable resolution, the Parties shall resort to dispute resolution under Section 10.5 of the Agreement. All charges under this agreement shall be billed within one year from the time the charge is incurred; unbilled charges more than one year old shall not be billed by either party, and shall not be payable by either party.

5.5 Business Records and Bill Verification. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. Either Party may request, in writing, that the other Party verify the accuracy of amounts shown on invoices provided pursuant to this Agreement and the Party receiving the request shall provide information with sufficient detail to verify its invoices within thirty (30) days of the receipt of the written request. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct reviews of the relevant information possessed by the other Party to give assurance of compliance with the provisions of this Agreement. Each Party's right to access information for verification review purposes is limited to data current within twelve (12) months. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information and systems at no charge to the reviewing Party during normal business hours at the reviewed Party's principal offices.

5.6 Taxes. The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting any and all taxes associated therewith, provided that the

tax liability shall remain with the Party upon whom it is originally imposed. All such taxes, if any, shall be separately stated on the invoice. To the extent that a resale exemption applies, the Party who owes the tax obligation shall furnish the other Party with a valid resale tax exemption certificate.

6.0 NUMBER PORTABILITY

6.1 Scope. The Parties shall provide LNP on a reciprocal basis pursuant to this Agreement in accordance with FCC rules and regulations as may be prescribed from time to time. For purposes of this Section 6.0, ‘Party A’ shall refer to the Party from whose network a number is being ported, and ‘Party B’ shall refer to the Party to whose network a number is being ported.

6.2 Customer Information. The Parties acknowledge that Customer information may be exchanged between the Parties and may be subject to legal restrictions on its use or disclosure, including without limitation laws relating to CPNI. The Parties may only obtain and use such restricted Customer information in accordance with applicable laws and the restrictions contained in this Agreement. Prior to submitting a request that Party A port a specific Customer number to Party B, Party B shall obtain consent from the Customer that permits Party A to release to and/or to confirm with Party B the information about the Customer that was sought by Party B in the port request process. Party B shall indemnify, defend and hold harmless Party A from and against any liabilities, claims, demands, including costs, and expenses (including reasonable attorney’s fees) arising from or relating to any failure on the part of Party B to obtain from the Customer consent for Party A to release/confirm information about the Customer that was sought by Party B in the port request process.

6.3 Procedures for Providing LNP. The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (‘NANC’) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (‘OBF’).

6.3.1 If a Customer of Party A elects to become a Customer of Party B and to utilize the original telephone number(s) corresponding to the service(s) it previously received from Party A, in conjunction with the service(s) it will now receive from Party B then, upon Party B receiving authorization from the Customer in accordance with Applicable Law and sending an LNP order to Party A, Parties A and B will work together to port the Customer’s telephone number(s) from Party A’s network to Party B’s network.

6.3.2 When a telephone number is ported out of Party A’s network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (‘LIDB’). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or the Customer.

6.3.3 When a Customer’s number is ported between the Parties, the Parties will follow the 911 Guidelines recommended by the National Emergency Number Association (‘NENA’) with regard to emergency services databases.

6.3.4 When Party A ports telephone numbers of its Customer to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer

6.3.5 NXX Codes shall be portable in accordance with FCC rules and regulations except those permitted to be designated non-portable by the same FCC rules and regulations.

6.3.6 The Parties shall ensure that all switches, whether currently owned or hereafter acquired, are upgraded to facilitate LNP to the extent required by FCC rules and regulations.

6.4 LNP Order Procedures. Orders for LNP shall be submitted by Party B to Party A using an LSR or other form as may be mutually agreed by the Parties.

6.5 Procedures for Providing LNP Through Full NXX Code Migration. When a Party has activated an entire NXX for a single Customer and such Customer chooses to receive service from the other Party, the Parties shall follow the procedures set forth in the Industry Number Committee (INC) Guidelines 95-0407-0008 Central Office Code (NXX) Assignment Guidelines Section 7.

6.6 Trouble, Maintenance and Repair. Both Parties agree to resolve any issues associated with porting a Customer between the two Parties, pursuant to the trouble, maintenance and repair terms set forth in Section 3.9 of the Agreement.

6.7 Directory Listings. This Agreement does not govern or authorize the inclusion of listings in directories that may be published by a Party. Party B shall not indicate on an LSR (or other mutually agreeable form) to be submitted to Party A that it seeks for a ported number to be listed in a directory of Party A, except as otherwise mutually agreed by the Parties. Any listings shall be subject to a separate directory agreement.

6.8 Fraud. The Parties agree to cooperate in good faith with each other to investigate, minimize, and take corrective action in cases of fraud related to number portability. Each Party assumes responsibility for all fraud related to number portability associated with its Customers and accounts. Neither Party shall bear responsibility for, and shall have no obligation to investigate or make adjustments to, the accounts of the other Party in cases of fraud by the other Party's Customers or third parties.

6.9 Costs. The Parties to this Agreement will be responsible for their own costs incurred in implementing LNP.

7.0 CONFIDENTIALITY

The Parties to this Agreement recognize that they, or their authorized representatives, may come into possession of confidential and/or proprietary data, in tangible or intangible form, about each other's business as a result of this Agreement (collectively "Confidential Information"), including, but not limited to, Customer Proprietary Network Information (as such term is defined in the Act), network architecture, calling patterns, call volumes, and other sensitive network and customer information. Each Party agrees to treat all such Confidential Information as confidential and to use such Confidential Information solely for the purpose of performing its obligations hereunder. Each Party agrees not to disclose the Confidential Information of the other Party using the same degree of care such Party uses for its own Confidential Information of similar importance (but in no event less than reasonable care). Each Party's obligations under this Section 7.0 shall survive expiration, cancellation or termination of this Agreement for a period of three (3) years. Confidential Information does not include information that (a) is or becomes in the public domain through no fault of the receiving Party, (b) is received by the receiving Party from a third party without any duty of confidentiality, or (c) is independently developed by the receiving Party without reference to the information disclosed by the disclosing Party.

7.1 Notwithstanding the forgoing, confidential information may be disclosed to any governmental agency or authority having jurisdiction provided that the confidential information is requested by subpoena or other agency order as a condition to such disclosure. The receiving Party shall provide the disclosing Party with notice of any disclosure to afford such disclosing Party an opportunity to take appropriate steps to prevent, limit or condition such disclosure.

7.2 Notwithstanding the above, all materials including, without limitation, documents, writings, designs, drawings and specifications furnished by any Party to this Agreement and which constitute confidential information hereunder shall remain the sole property of the originating Party and shall be returned or destroyed promptly at its request with all copies made thereof provided that the receiving Party may retain one copy for its files. The obligations of this section 6 shall survive the return of confidential information pursuant to this paragraph.

7.3 The Parties individually and collectively agree that they shall not make any news release, public announcements, or denial or confirmation of same concerning all or any part of their discussions or negotiations with the other, or in any manner advertise or publish the fact that they have entered discussions or negotiations with one another or disclose any details connected with such discussions or negotiations to any third party without the prior approval of the other Party.

7.4 The Parties agree that they will take all necessary and appropriate action to prevent the confidential information of the other from being disclosed to or acquired by unauthorized or third parties. If either Party, or any of their respective employees, agents or representatives, shall attempt to use or dispose of the confidential information of the other, or any of its aspects or components or any duplication or modification thereof, the aggrieved Party shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate. Both Parties agree to take appropriate action with respect to their employees, agents and third

parties to ensure that the foregoing obligations of non-use and non-disclosure of confidential information are fully satisfied.

8.0 TERM AND TERMINATION

8.1 Term. This Agreement shall become effective on the Effective Date and remain in full force and effect thereafter until either Party terminates this Agreement upon ninety (90) days prior written notice; provided, however, that neither Party may terminate this Agreement prior to January 31, 2006.

8.2 Termination. Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice if (a) the other Party materially breaches this Agreement and fails to cure such breach during such thirty (30) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated, or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

8.3 Survival of Obligations. The terms and conditions contained herein that by their context are intended to survive (or to be performed after) the termination of this Agreement, shall survive the termination hereof. Unless otherwise mutually agreed to between the Parties, if this Agreement is terminated for any reason and the Parties continue to terminate traffic for the other Party, then the terms and conditions contained herein shall continue to apply to such termination of traffic until a new arrangement is in place between the Parties; however, the Parties hereby agree that they shall not perform services as defined herein for a period of longer than six (6) months without negotiation and execution of a new agreement.

9.0 REGULATORY MATTERS

9.1 Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by the FCC, Commission and federal and Pennsylvania state law. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for transport and termination of Local Traffic or the types of arrangements prescribed by this Agreement. The preceding portion of this Section 9.1, notwithstanding, the Parties agree that in the event the FCC, the Commission or a court of relevant jurisdiction should prescribe a law, rule, regulation or guideline which would otherwise impact compensation between the Parties for traffic

originated from a CTCO-provided Local Exchange Service and terminating to a Cingular-Provided CMRS Service where such CMRS service bears an NPA-NXX designation outside the MTA of the Local Exchange Service, but where such CMRS Service is roaming within the MTA of the Local Exchange Service, the Parties shall adopt minimal revisions necessary to conform this Agreement to such law, rule, regulation or guideline.

9.2 Filing. If this Agreement must be filed with the Commission, CTCO shall be responsible for preparing the necessary filing documents and Cingular shall cooperate in the review and submission of such filing documents. CTCO shall file the filing documents with the Commission and the Parties shall share equally the filing and publication costs associated with such filing, provided the costs are reasonable. The Parties shall support the approval of this Agreement without material change.

9.3 Negotiated Rates. The Parties mutually acknowledge that the rates for transport and termination of Reciprocal Compensation Traffic and Transit Traffic, and any percent of use factors agreed to by the Parties in order to determine traffic type, as specified in Exhibit B, are voluntarily negotiated rates and factors, pursuant to Section 252(a)(1) of the Act, and may differ from the rates and factors that would be imposed by a regulatory agency under Section 252(d)(2) of the Act. Accordingly, a regulatory determination that CTCO's costs of transport and termination are either higher or lower than the rates agreed to, or a regulatory determination that traffic types are different than the mutually-agreed upon factors, shall not constitute an event requiring negotiation under Section 9.1 of the Agreement. To the extent a law, rule or order expressly requires a change to a rate or factor then both the rate and factor will be renegotiated.

9.4 References to Tariffs. All references in the Agreement to tariffs shall be interpreted as referring to the tariffs as in effect at the time a service is provided, including any amendments or revisions thereto filed after the effective date of the Agreement. Each Party reserves the right to file a protest or complaint against any tariff filing that it deems to be unreasonable or otherwise unlawful.

10.0 LIMITATION OF LIABILITY AND INDEMNITY

10.1 Limitation of Liability and Actions. Neither Party assumes, by entering into this Agreement, any liability for any act or omission of the other Party or third parties in the furnishing of its services to its customers. Except for damages resulting from gross negligence or willful misconduct, the liability of each Party hereunder for damages arising out of, in connection with, or resulting from (a) a breach of this Agreement, or (b) mistakes, omissions, interruptions, or errors or defects occurring in the course of delivering traffic hereunder, shall in no event exceed the Party's direct damages (if any).

10.2 Indemnification. Each Party to this Agreement shall indemnify and hold harmless the other Party with respect to any third party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim, and, when known, the facts constituting the basis for such

claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys fees. The indemnifying party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

10.3 Force Majeure. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, strikes or labor disruptions, hurricanes, tornadoes, storms, fires, explosions, power disruptions or failures, earthquakes, floods, or government regulation, not within the control of the non-performing Party. If a force majeure occurs, the non-performing Party shall promptly notify the other Party of its inability to perform. The other Party will also be excused from performance during the force majeure to the extent that its obligations are reciprocal to or dependent upon the performance of the non-performing Party that has been prevented by the force majeure event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause of the force majeure and shall immediately resume performance upon cessation of the force majeure event. Notwithstanding the provisions of this section, in no event shall a force majeure event excuse either Party from an obligation to pay undisputed money as required by this Agreement.

10.4 No Warranties or Consequential Damages. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS-IS" AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, AND THE PARTIES HEREBY WAIVE ANY CLAIMS THEY MAY HAVE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR OCCURRING AS A RESULT OF A BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE WHETHER ACTIVE OR PASSIVE) AND REGARDLESS OF WHETHER THE PARTIES KNEW OF, OR SUSPECTED, THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

10.5 Dispute Resolution Process. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. Either Party may submit written notice of a dispute to the other Party containing a detailed description of the dispute or alleged non-performance. Each Party will appoint a representative to negotiate in good faith and resolve any such dispute. If the Parties are unable to resolve the dispute within forty-five (45) days from the date of the initiating Party's written notice, either Party may pursue

any remedies available to it under this Agreement, at law or in equity, including but not limited to, instituting an appropriate proceeding before the Pennsylvania Public Utility Commission, the FCC, or a court of competent jurisdiction. The Parties shall continue providing service and fulfilling their obligations (including the making of payments) under this Agreement during the dispute resolution process.

11.0 MISCELLANEOUS

11.1 Notices. Any notice to a Party required or permitted under this Agreement shall be provided in writing and shall be delivered to the other Party as follows:

To CTCO

Commonwealth Telephone Company
100 CTE Drive
Dallas, PA 18612
Attn: Carrier Relations Manager
Facsimile: (570) 631-8017

To Cingular:

Cingular Wireless
5565 Glenridge Connector, Ste 1520
Atlanta GA 30342
Attn: Sr. Interconnection Mgr.
Facsimile: 404-236-6262

With a Copy to:

Commonwealth Telephone Company
100 CTE Drive
Dallas, PA 18612
Attn: General Counsel
Facsimile: (570) 631-8000

With a Copy to:

Cingular Wireless
5565 Glenridge Connector, Ste 1700
Atlanta GA 30342
Attn: Sr. Counsel-Interconnection
Facsimile: 404-236-5574

Notice may be provided by: (a) certified mail, return receipt requested; (b) facsimile; (c) by courier, overnight delivery; or (d) hand. Notice shall be effective upon receipt with the sending party having the burden of proving receipt. Each Party shall promptly inform the other Party of any change in notice address or delivery information.

11.2 Assignment. A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that a Party may with written notice assign this Agreement, or any portion thereof, without consent of the other Party to any entity which controls, is controlled by or is under common control with the assigning Party or where all or substantially all of the assets of the Party are being acquired by a third party. Any permitted assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement. Any assignment in contravention of this Section shall be void *ab initio*. Any assignment permitted hereunder shall be binding upon and shall inure to the benefit of, a Party's successors and assigns.

11.3 Governing Law. This Agreement shall be governed by the Act, to the extent not inconsistent with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or Pennsylvania state court or federal court, as

appropriate. No cause of action, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

11.4 Headings. The section titles and headings in this Agreement are inserted for the convenience of the Parties and shall not be considered in the interpretation of this Agreement.

11.5 Publicity. The Parties shall not in any advertising, sales promotion, press release, or other publicity matter, any endorsement, direct indirect quote, or picture implying endorsement by the other Party or any of its employees, or wherein the names, marks, or tradenames of such other Party are mentioned, or may be reasonably inferred, without such Party's prior written approval, which approval may be withheld in a Party's sole and absolute discretion.

11.6 Relationship of the Parties and Third Party Beneficiaries. This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, any agency, employment, partnership, joint venture or other relationship between the Parties, it being agreed and understood that the parties are and remain independent parties. The Parties shall not have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business. This Agreement is for the benefit of the Parties hereto and no third party.

11.7 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter herein. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification. Waiver by either Party of any default by the other Party shall not be deemed a waiver by such Party of any other default. If any provision or any part of a provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or provision, but rather the entire Agreement or provision shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly; provided that, if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of the Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

11.8 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel. This Agreement shall be fairly

interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement can be executed in separate parts, which together will constitute a single integrated Agreement.

SOUTHWESTERN BELL MOBILE SYSTEMS, LLC DBA CINGULAR WIRELESS

By: _____

Name: Michael F. Van Weelden

Title: Director Network-SCM

Date: 3/15/04

COMMONWEALTH TELEPHONE COMPANY

By: _____

Name: James F. Samaha

Title: Senior Vice President

Date: 3/24/04

Exhibit A

POINTS OF INTERCONNECTION

LATA

Cingular Switch

POI

TBD.

Exhibit B

COMPENSATION FOR TRANSPORT AND TERMINATION

1. General Terms

- a) Cingular shall compensate CTCO for CTCO Terminating Trunk Groups and associated traffic, and CTCO shall compensate Cingular for Cingular Terminating Trunk Groups and associated traffic, as set forth in Sections 1(b), 1(c), 2, 3, and 4 of this Exhibit B. The Parties shall compensate one another for transport and termination of traffic exchanged via indirect interconnection, as set forth in Section 5 of this Exhibit B.
- b) Mearurement. Until such time as Cingular is able to identify and measure such traffic, CTCO will, directly or in cooperation with a 3rd Party Tandem Provider, quantify the traffic which CTCO terminates to Cingular through Direct or Indirect Interconnection pursuant to Section 2.0 of the Agreement, in order to enable Cingular to bill for such traffic in accordance with the terms of the Agreement. Such traffic quantification shall be subject to audit and confirmation.
- c) Percentages of Use. Pursuant to the Agreement, Traffic Exchange Trunk Groups may be employed to terminate Reciprocal Compensation Traffic, Transit Traffic, intrastate Switched Access Traffic and interstate Switched Access Traffic. Upon execution of this Agreement, the Parties shall mutually establish the following percentages, the sum of which shall equal 100%, which they shall use to determine appropriate charges for Traffic Exchange facilities and associated traffic under the Agreement, as described herein, and which shall apply up to and including May 31, 2004.
- Percent Reciprocal Compensation Traffic/Transit Traffic
 - Percent intrastate Switched Access Traffic
 - Percent interstate Switched Access Traffic

Beginning June 1, 2004, charges shall be billed according to actual traffic type, if known and measurable, or, if unknown or unmeasurable, according to traffic percentages to be established by mutual agreement of the Parties subject to periodic traffic study which either Party may request up to twice per year.

- d) Prorating of Tariff Charges. All tariffed non-recurring and monthly recurring fixed charges applicable to any Transport Facility over which are configured multiple types of trunk groups¹ shall be prorated according to the number of active channels used for each type of trunk group. These charges shall be further prorated according to the mix of traffic carried over such trunk groups. Non-recurring trunk activation charges shall also be prorated according to the mix of traffic carried over such trunk groups. All applicable per minute of use charges shall be applied by traffic type, according to the agreed upon percentages of use, or, after 12/31/03, according to actual measurement where available.

Example. All numbers in this example are cited purely for the purpose of illustrating how charges are to be prorated, and should not be considered as reflecting actual expectations or results. Assume:

¹ Three (3) types of trunk groups are prescribed by the Agreement: (i) Cingular Terminating Trunk Groups, (ii) CTCO Terminating Trunk Groups, and (iii) Access Toll Connecting Trunk Groups.

- i) CTCO provisions a DS3 to a POI. The 28 DS1 channels on the DS3 are configured as follows:
 - a. 18 are configured as CTCO Terminating Trunks
 - b. 2 are configured as Cingular Terminating Trunks
 - c. 1 is configured as an Access Toll Connecting Trunk
 - d. 7 are inactive (i.e., 21 DS1 channels are active)
- ii) Over the 18 CTCO Terminating Trunks, Cingular delivers the following mix of minutes:
 - a. 91% are Reciprocal Compensation Traffic/Transiting Traffic
 - b. 2% are intrastate Switched Access Traffic
 - c. 7% are interstate Switched Access Traffic

In this scenario, CTCO would prorate the applicable intrastate access and interstate access non-recurring and monthly recurring fixed charges to Cingular for this DS3 facility as follows (no prorated amount applies for Reciprocal Compensation Traffic/Transit Traffic, because no separate facility charges apply for such traffic):

$$\begin{aligned} \text{Prorated intrastate access tariff \%} &= 18 / 21 * 2\% = 1.7\% \\ \text{Prorated interstate access tariff \%} &= 18 / 21 * 7\% = 6.0\% \end{aligned}$$

CTCO would also prorate the applicable non-recurring trunk activation charges for each of the 18 CTCO Terminating DS1s as follows:

$$\begin{aligned} \text{Prorated Reciprocal Compensation Traffic/Transit Traffic \%} &= 91\% \\ \text{Prorated intrastate access tariff \%} &= 2\% \\ \text{Prorated interstate access tariff \%} &= 7\% \end{aligned}$$

2. Reciprocal Compensation Traffic

- a) Reciprocal Compensation Traffic handed-off at the designated POI(s) shall be compensated by the Parties at the following per minute rate:
 - \$0.020
- b) The following non-recurring trunk activation charge shall apply:
 - \$200

3. Transit Traffic

- a) For all Transit Traffic delivered by Cingular over a CTCO Terminating Trunk Group to a CTCO tandem switch, Cingular shall compensate CTCO at the following per minute rate:
 - \$0.010
- b) At all times, Cingular shall be solely liable for any termination charges imposed by the third party LEC or CMRS provider to whom such traffic is ultimately terminated. It shall be Cingular's sole responsibility to establish compensation arrangements with such third parties for such traffic.
- c) Cingular shall impose no charges on CTCO for Transit Traffic delivered by CTCO to Cingular over a Cingular Terminating Trunk Group. It shall be Cingular's sole responsibility to establish compensation arrangements for such traffic with third party LECs or CMRS Providers from whom such traffic originated.

- d) CTCO shall not be liable for any charges in either direction related to Transit Traffic.
- e) For purposes of prorating non-recurring or monthly recurring fixed facility charges, Transit Traffic shall be counted as Reciprocal Compensation Traffic.
- f) Transit Traffic charges shall also apply pursuant to Section 2.6 of the Agreement for misrouted traffic.

4. Switched Access Traffic

Each Party shall be compensated for transport and termination of Switched Access Traffic according to the rates, terms and conditions specified in the intrastate and interstate tariffs, PUC or FCC regulations or orders, or comparable contractual instruments, which are in force and effect and govern that Party's provision of switched access. To the extent no such tariffs, regulations, orders or instruments are in force and effect governing Cingular's provision of switched access service, Cingular shall be entitled to compensation of such traffic at the rate authorized by the FCC for CLEC provision of interstate switched access.

5. Traffic Exchanged Via Indirect Interconnection Traffic

Where the parties exchange traffic pursuant to indirect interconnection via a 3rd party ILEC tandem, the Parties shall compensate one another for transport and termination of Reciprocal Compensation Traffic and Switched Access Traffic at the rates specified in Paragraphs 2(a) and 4, respectively, of this Exhibit B, using the factors established pursuant to Paragraph 1(c) of this Exhibit B. The Party on whose network the traffic originates shall be solely responsible for transiting charges imposed by the third party ILEC on such traffic.

Exhibit C
MEET-POINT BILLING

1. Cingular and CTCO will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to switched access customers via a CTCO access tandem switch in accordance with the most current version of Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in CTCO's applicable Tariffs. The arrangements described in this Exhibit C are intended to be used to provide switched access service where the transport component of the switched access service is routed through an access tandem switch that is provided by CTCO.
2. In each LATA, the Parties shall establish MPB arrangements for the applicable Cingular Routing Point/CTCO Serving Wire Center combinations.
3. CTCO will use reasonable efforts, to maintain provisions in its state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
4. Each Party shall implement the "Multiple Bill/Multiple Tariff" option, as outlined in the OBF MECAB Guidelines, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
5. The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs or other document that contains the terms under which that Party's access services are offered. For each Cingular Routing Point/CTCO Serving Wire Center combination, the MPB billing percentages for transport between the Cingular Routing Point and the CTCO Serving Wire Center shall be calculated in accordance with the formula set forth in Paragraph 15 of this Exhibit C.
6. Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the CTCO Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
7. CTCO shall provide Cingular or its third party designee with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.
8. All usage data to be provided pursuant to this Exhibit C shall be sent to the following addresses:

To Cingular:

200 North Warner Road
King of Prussia, PA 19406
Attn: Facilities Analyst-PA

To CTCO:

100 CTE Drive
Dallas, PA 18612-9774

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to the Notice provisions of the Agreement.

9. Cingular and CTCO shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as

appropriate, for the MPB arrangements described in this Exhibit C. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

10. Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
11. Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
12. Except as expressly set forth in this Agreement, nothing contained in this Exhibit C shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
13. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
14. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Cingular Routing Point/CTCO Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Cingular Billing Percentage}$$

and

$$b / (a + b) = \text{CTCO Billing Percentage}$$

where:

a = the airline mileage between Cingular Routing Point and the Meet-Point (POI) for the MPB arrangement; and

b = the airline mileage between the CTCO Serving Wire Center and the Meet-Point (POI) for the MPB arrangement.

15. Cingular shall inform CTCO of each Meet-Point Billing Arrangement it wishes to establish, along with its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of Cingular's delivery of notice to CTCO, CTCO and Cingular shall confirm the Routing Point/CTCO Serving Wire Center combination and billing percentages.