

**AGREEMENT FOR TRANSPORT AND TERMINATION  
OF TRAFFIC BETWEEN CONESTOGA TELEPHONE  
AND TELEGRAPH COMPANY AND NEXTEL**

This Landline/CMRS Transport and Termination Agreement (“Agreement”) is made effective as of the date set forth in Section 3.2.1, by and between Conestoga Telephone and Telegraph Company (“CTTC”) with Corporate Headquarters at 124 East Main Street, Ephrata, Pennsylvania, and Nextel Communications of the Mid-Atlantic, Inc. (“NEXTEL”), with its address for this Agreement at 2001 Edmund Halley Drive, Reston, VA 20191, (CTTC and NEXTEL referred to collectively as “Parties” and individually as “Party”). This Agreement covers services in the Commonwealth of Pennsylvania (“Commonwealth”).

WHEREAS, NEXTEL is a Commercial Mobile Radio Services (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide CMRS; and

WHEREAS, CTTC is a Local Exchange Carrier (“LEC”) providing telecommunications services in the Commonwealth of Pennsylvania; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities for the purpose of delivery of specific traffic to the other Party’s network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth within.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CTTC and NEXTEL hereby agree as follows:

**ARTICLE I  
SCOPE OF AGREEMENT**

1.1 Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the Commonwealth for purposes of Interconnection and the exchange of Subject Traffic between their respective end user customers. This Agreement will be submitted to the Pennsylvania Public Utility Commission (“Commission”), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement. If the Commission or the Federal Communications Commission (“FCC”) takes action to reject any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion, provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties agree that their entrance into this

Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

1.1.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the CMRS network of NEXTEL and the LEC network of CTTC for the purposes of delivering certain traffic within the scope of this Agreement, specifically including and limited to:

1.1.1.1 CMRS to LEC Subject Traffic of NEXTEL that is: (a) originated on the CMRS network of NEXTEL; (b) delivered to the CTTC network over the connecting facilities established pursuant to this Agreement or over the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A; and (c) terminated on the incumbent LEC network of CTTC; and

1.1.1.2 LEC to CMRS Subject Traffic of CTTC that is: (a) originated on the incumbent LEC network of CTTC; (b) delivered to NEXTEL over the connecting facilities pursuant to this Agreement or over the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A; and (c) terminated on the CMRS network of NEXTEL.

1.1.1.3 Transit Traffic Provided by CTTC as described in 4.5.

1.1.2 This Agreement also provides for specific compensation between the Parties for the Transport and Termination of Subject Traffic on each Party's network as set forth in this Agreement. The specific provisions applicable to compensation for the Transport and Termination of Subject Traffic do not apply to any other types of traffic or in any other geographic area.

1.1.3 Subject Traffic does not include: (a) Inter-MTA traffic; (b) any traffic that either Party originates to, or terminates from, an interexchange carrier regardless of the originating and terminating end points of a call, or (c) traffic that CTTC originates to, or terminates from, any third party carrier over facilities and/or service arrangements that the third party carrier has obtained pursuant to an access arrangement, regardless of the originating and terminating points of a call. All traffic that either NEXTEL or CTTC originates to, or terminates from, an interexchange carrier is outside the scope of this Agreement. Notwithstanding the previous sentence, Subject Traffic for purposes of this Agreement does include IntraLATA Toll Service Traffic originated by CTTC end users for which CTTC is the intraLATA toll provider. Access charge revenues that either Party receives from an interexchange carrier will be retained by that Party. There will be no

access services provided jointly between the Parties pursuant to this Agreement.

- 1.1.4 This Agreement only applies with respect to the traffic delivered over the connecting network arrangement(s) at the POI(s) between the Parties and over the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A. The terms of this Agreement, including but not limited to, traffic distribution and the proportions of minutes of use that are Subject Traffic and Inter-MTA Traffic, are directly related to and dependent on the specific geographic scope of the mobile service area of NEXTEL to which traffic will be terminated and from which traffic will be originated by NEXTEL. The geographic scope of the service area of CTTC is defined by its incumbent LEC service area. Accordingly, this Agreement applies only to traffic originated or terminated by NEXTEL to its CMRS mobile users that are located within the wireless service area of NEXTEL as set forth in Appendix A and to traffic originated or terminated by CTTC to its end users that are located within its incumbent LEC service area. CTTC's incumbent LEC service area is located within the #9 PA MTA.
- 1.1.5 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective end user customers.
- 1.1.6 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of local exchange carrier services by CTTC and to traffic associated with the provision of two-way CMRS by NEXTEL. While this Agreement does allow for traffic to be delivered over both the connecting facilities pursuant to this Agreement and also over the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A, this Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or any other third party. [Nextel does not currently offer any fixed wireless services.]
- 1.1.7 Connecting facilities established pursuant to this Agreement shall not be used by either Party to deliver any traffic not specifically allowed under this Agreement in Article I. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in Article I.

## **ARTICLE II DEFINITIONS**

### 2.0 Definitions

As used in this Agreement, the following terms shall have the meanings specified below in this Article II. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

2.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in or have voting control of a majority of the ownership interests in such corporation or other legal entity.

2.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the billing number of the calling party.

2.3 "Bill and Keep" is a compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from End Users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

2.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.5 "Central Office Switch" is a switch used to provide Telecommunications Service including but not limited to (i) End Office Switches which are Class 5 switches from which end user Wireline Exchange Services are directly connected and offered, and (ii) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4). Central Offices are the homing or Routing Points for traffic to end users identified by numbers drawn from certain NPA/NXX designations, as stated in the LERG.

2.6 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

2.7 “CPN” is a CCS parameter that identifies the calling party’s telephone number.

2.8 “CPNI” means information that is available to a telephone company by virtue of the telephone company’s basic service customer relationship. This information may include the quantity, location, type and amount of use of local telephone service subscribed to, and information contained on telephone company bills.

2.9 “Currently available” means existing as part of CTTC’s network at the time of the requested order or service and does not include any service, feature, function or capability that CTTC either does not provide to itself or to its own End Users, or does not have the capability to provide.

2.10 “DS1” is a digital signal rate of 1.544 Mbps.

2.11 “DS3” is a digital signal rate of 44.736 Mbps.

2.12 “Interconnection” means the physical connection over the direct connecting arrangement between the Parties’ networks for the transmission and routing of traffic.

2.13 “InterMTA Traffic” For purposes of compensation under this Agreement, InterMTA Traffic means traffic within the scope of this agreement, between a CTTC wireline customer and a NEXTEL mobile customer (mobile-to-land or land-to-mobile) that, at the beginning of the call, originates in one Major Trading Area (“MTA”) but terminates in a different MTA.

2.14 “IntraMTA Traffic” IntraMTA Traffic is traffic within the scope of this Agreement between a CTTC wireline customer and a NEXTEL mobile customer that, at the beginning of the call, originates and terminates in the #9 PA MTA.

2.15 “IXC” or “Interexchange Carrier” means a telecommunications service provider authorized to provide interstate or intrastate long distance communications services within or between LATAs, and is authorized by the Commission to provide long distance communications services.

2.16 “ISUP” means a part of the SS7 protocol that defines call setup messages and call takedown messages.

2.17 “LNP” means Local Number Portability: the ability of users of telecommunications services to retain, at the same location, the existing telephone number without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another.

2.18 “Local Exchange Carrier” or “LEC” means any company certified by the Commission to provide local exchange telecommunications service.

2.19 “Local Traffic” means the completion of wireless to wireline and wireline to wireless calls that originate and terminate within the same MTA based on the location of the cell tower site serving the wireless subscriber and the central office for the landline end-user at the time of the origination of the call. Calls that CTTC customers originate that are routed to an interexchange carrier or that are terminated to CTTC by an interexchange carrier shall be subject to bill and keep between the parties and will be subject to both Parties’ access charges, which access charges shall be imposed exclusively on the interexchange carrier that carries the calls.

2.20 “LRN” is that location routing number that identifies a switching port for a local telephone exchange.

2.21 “NANP” means the “North American Numbering Plan” the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries that employ the NPA 809.

2.22 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. This is the three-digit indicator that is defined by the “A,” “B,” and “C” digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Area Code” or “SAC Code” is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. Numbers such as 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.23 “NXX,” “NXX Code,” “Central Office Code” or “CO Code” is the three digit switch entity indicator which is defined by the “D,” “E” and “F” digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. NXX “thousand block codes” are assigned to specific end office switches, Mobile Switching Center, or Point of Interconnection for use to provide service exclusively for a designated Rate Center area.

2.24 “POI” means Point of Interconnection and denotes the physical point on the network where the two Parties interconnect. The POI is the demarcation point between the Parties and establishes the technical interface, the test point, and the point for operational division of responsibility.

2.25 “Rate Center” means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a carrier for its provision of communication services. The geographic point is identified by a specific V&H coordinate that is used to

calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

2.26 “Service Control Point” or “SCP” is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.27 “Service Switching Point” or “SSP” means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.28 “Signaling Point” or “SP” means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.29 “Signaling System 7” or “SS7” means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (“ANSI”) standards.

2.30 “Signal Transfer Point” or “STP” means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs, and other STPs in order to set up calls and to query databases for advanced services.

2.31 “Synchronous Optical Network” or “SONET” means synchronous electrical (“STS”) or optical channel (“OC”) connections between LECs.

2.32 “Subject Traffic” for the purposes of determining compensation under this Agreement, means traffic within the scope of this agreement, which is originated and terminated between a CTTC end user customer and a NEXTEL end user customer that, at the beginning of the call, originates from or terminates to a rate center within the #9 Major Trading Area as defined in 47 CFR §24.202(a), provided that the end user of NEXTEL is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement or over the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A. The origination point and the termination point on CTTC’s network shall be the end office serving the calling or called party. The origination point and the termination point on NEXTEL’s network shall be the originating or terminating cell site which services the calling or called party at the time of commencement of the call. Subject Traffic specifically excludes traffic terminated to enhanced service providers or to Internet Service Providers, which traffic will be subject to bill and keep reciprocal compensation. Subject Traffic does not include calls that are routed to or from either Party by an interexchange carrier. The definition and use of the term

Subject Traffic for purposes of this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

2.33 "Transit Service" means the delivery of traffic by CTTC or NEXTEL, that originated on one Party's network, transited through the other Party's network, and terminated to a third-party telecommunications carrier's network.

2.34 "Transit Traffic" means traffic that originates on one Party's network, transits through the other Party's network, and terminates to a third-party telecommunications carrier's network.

2.35 "Wire Center" means a building or space within a building that serves as an aggregation point on a LEC network where transmission facilities and circuits are connected or switched.

### **ARTICLE III GENERAL PROVISIONS**

- 3.1 Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions shall apply to all Articles and Appendices of this Agreement.
- 3.2 Term and Termination.
  - 3.2.1 Effective Date. This Agreement will be effective on the fifth (5th) Business Day after approval of the Pennsylvania Public Utility Commission ("Effective Date").
  - 3.2.2 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twenty-four (24) months from the Effective Date and shall thereafter continue in effect for consecutive six (6) month terms until either Party gives the other Party at least sixty (60) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.
  - 3.2.3 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default as addressed in 3.2.4, below, or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under a new arrangement voluntarily executed by the Parties. If either Party has given notice of termination to the other Party as specified in 3.2.2 above, and either Party has requested negotiation under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") for an Interconnection agreement to replace this Agreement,

then the terms of this Agreement shall be continued until a new agreement has been executed by the Parties through either voluntary negotiations, mediation or arbitration pursuant to Section 252 of the Act for a period of six (6) months.

3.2.4 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided, however,* that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof.

(a) Default is defined to include but is not limited to:

(1) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(2) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

(b) Default does not occur if, within the thirty (30) day period, the defaulting party begins work to cure breach, but completion of said work is not possible within the thirty (30) day period, as determined by the non-defaulting party.

3.2.5 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3.3 Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

3.4 Assignment.

(a) Except as provided in 3.4(b), below, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.

- (b) Either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification made no later than thirty (30) days prior to the assignment's effective date.
- (c) The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior consent is obtained, where necessary, and assignee expressly assumes in writing delivered to the non-assigning Party all obligations hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

3.5 Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.6 Billing and Payment.

3.6.1 Billing. Charges and rates for Subject Traffic and Transit Traffic are set forth in Appendix B. CTTC's Switched Access Service charges for InterMTA Traffic and Switched Access Service traffic are set forth in CTTC's applicable interstate and intrastate Access tariffs. Parties agree to bill monthly and to pay all undisputed charges within thirty (30) calendar days of the bill date. If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed by twenty (20) or more days, the billed Party may request an extension of the payment due date by the number of days the bill was delayed. Such request for a delay of the payment due date by a Party must be accompanied with proof of late bill receipt. Billed amounts that are being investigated, queried, or have been disputed by the Billed Party, are not due for payment until such investigations, disputes, or queries have been resolved in accordance with the provisions of this Agreement governing dispute resolution.

3.6.1.1 Lost Data. In the event billing data is lost or destroyed, charges for the missing period will be calculated as an average of the previous three (3) month's usage. If three months' data is not available, charges will be calculated using the average usage data of whatever lesser usage period of the applicable three months is available.

- 3.6.2 Late Payment Charges. If any undisputed amount due on an invoice is not received by Billing Party on the payment date, Billing Party may assess, and the Disputing Party agrees to pay, a late payment charge equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law on the past due balance, until the amount past due is paid in full. Late payment charges shall be included on the next statement.
- 3.6.3 Dispute. If either Party disputes (“Disputing Party”) an invoice, the Disputing Party shall notify the other Party (“Billing Party”) in writing regarding the nature and the basis of the dispute within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived. The Disputing Party shall pay all undisputed amounts to the Billing Party when due. The Parties shall diligently work toward resolution of all billing issues. If the Parties do not resolve the disputed amounts within sixty (60) days after delivery to the Billing Party of the notice of the dispute, either party may notify the other Party of its request to resolve the dispute pursuant to the Dispute Resolution provisions of this Agreement. The Billing Party may assess a late payment charge equal to the lesser of one and one-half percent (1½%) per month or the maximum non-usurious rate of interest under applicable law for any withheld amount sustained in the course of resolving the dispute.
- 3.6.4 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party’s corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.
- 3.6.5 Measurement of Subject Traffic. The Parties agree that they will record Subject Traffic minutes where answer supervision is received. The accumulated minutes will be summed on a call by call basis, with no rounding of minutes except for the total minutes for the month, which shall be rounded up. For terminating calls, the measurement of chargeable minutes begins when the terminating entry switch receives answer supervision from the terminating end user’s office, indicating the terminating end user has answered. The measurement of terminating call usage ends when the terminating switch receives disconnect supervision from either the terminating end user’s end office, indicating the terminating

end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

3.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.

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

3.9 Confidential Information.

3.9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

3.9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the disclosing Party;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written consent of the source;
- (e) To return promptly any copies of such Confidential Information to the disclosing Party at its request; and

- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

3.9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protection arrangements.

3.9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.

3.9.5 PUC Regulation. Notwithstanding any provision of this Agreement, Parties shall at all times, abide at a minimum with the confidentiality provisions of the Pennsylvania Public Utility Commission regulations as may be amended from time to time in 52 PA.Code § 63.135.(3),(4),(5),(6).

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

3.11 Dispute Resolution.

3.11.1 Alternative to Litigation. Except for recourse that may be available to either Party before the FCC or Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

3.11.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The

Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in any subsequent proceeding.

3.11.3 The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments for undisputed amounts) in accordance with this Agreement.

- 3.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 3.13 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes, acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, changes requested by a Party, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

- 3.14 **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania and shall be subject to the exclusive jurisdiction of the courts therein, notwithstanding any conflicts of law provisions or, where applicable, federal law, to the contrary.
- 3.15 **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 3.16 **Independent Contractor Relationship.** The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
- 3.17 **Liability and Indemnity.**
- 3.17.1 **Indemnification.**
- (a) Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (i) suffered, made, instituted, or asserted by any person other than a Party relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the gross negligence or willful misconduct of the indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own Customers(s) against the indemnified Party arising out of the indemnified Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this 3.17.1 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulations or laws.
- (b) The indemnification provided herein shall be conditioned upon:

- (i) The indemnified Party shall promptly notify in writing the indemnifying Party of any Loss for which it is claimed that the indemnifying Party is responsible under this section.
  - (ii) The indemnifying Party shall have complete control over defense of the case, including the selection of legal counsel, and over the terms of any proposed settlement or compromise thereof so long as such defense or settlement does not result in any liability to or adversely affect the rights of the indemnified Party, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event the settlement or judgment requires a contribution from or adversely affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided, however, that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, any amount in excess of such refused settlement or judgment.
  - (iii) The indemnifying Party will not be liable under this section for settlement by the indemnified Party for any Loss if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of such Loss tendered to it in writing and has failed to assume such defense. In event of such failure to assume defense, the indemnifying Party will be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
  - (iv) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or service agreements that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
  - (v) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.
- (c) In addition to its indemnity obligations under 3.17.1 (a) and (b) of this Agreement, each Party shall provide, in its tariffs that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would

have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as such term is hereinafter defined).

### 3.17.2 Limitation of Liability.

- (a) The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to (a) the pro rata monthly charge for the services, arrangements or facilities affected during the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur or (b) if there is no such charge, five hundred dollars (\$500). Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects, provided, however, that nothing set forth in this Section 3.17.2(a) shall limit a Party's obligations under Section 3.17.1 of this Agreement.
- (b) Notwithstanding anything else set forth in this Agreement, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, however, that nothing set forth in this Section 3.17.2(b) shall limit a Party's obligations under Section 3.17.1 of this Agreement.
- (c) The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third-party-beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable tariff(s) or contract(s).

3.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.



promptly notify the Party causing the Impairment of Service (the “Impairing Party”) of the nature and location of the problem. The Impairing Party will make its best effort to investigate and correct the problem through its trouble management process. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

- 3.21 **Publicity.** Except such filings as required by applicable regulatory bodies, any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CTTC and NEXTEL. This publicity restriction does not in any way affect either Party’s ability to engage in public advocacy.
- 3.22 **Rule of Construction.** No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
- 3.23 **Selection of References.** Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
- 3.24 **Severability.** Except as provided by law or regulations, if any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within reasonable period as outlined in 47 U.S.C. Part 252, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
- 3.25.1 **Subsequent Law/Change in Law.** 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 any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. In the event of a material change in law, the following procedures shall apply:

Either Party may submit a request to renegotiate a provision in this Agreement that is inconsistent with the material change in law. To make such a request, the requesting Party must submit a proposed written amendment to this agreement. The Party to whom the proposed change is submitted must respond to the request within thirty (30) days.

Where the Parties fail to agree upon such an amendment, the dispute shall be resolved in accordance with the dispute resolution provisions of this Agreement.

Irrespective of whether the Parties agree to an amendment or an amendment is mandated by dispute resolution, the amendment shall be retroactive to the date of the written request for an amendment due to the material change in law.

During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the previously negotiated terms and conditions of this Agreement.

- 3.26 Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
- 3.27 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

#### **ARTICLE IV TRANSPORT AND TERMINATION OF TRAFFIC**

- 4.1 Methods of Interconnection.
  - 4.1.1 The Parties agree to interconnect their respective networks within the incumbent LEC service area of CTTC at one or more Points of Interconnection (POIs) on CTTC's network. Interconnection will be provided through an appropriate CTTC tandem switching office. The POI(s) will be set forth in Appendix A. CTTC shall make available, to NEXTEL at the POI(s), trunk groups over which NEXTEL may terminate traffic described in 1.1. NEXTEL shall make available to CTTC at the POI(s), trunk groups over which CTTC may terminate traffic described in 1.1. By mutual agreement, the Parties may interconnect a trunk group on a bi-directional basis using two-way trunks between the Parties' networks.

All interconnecting facilities will be at a DS1 Level, multiple DS1 level or DS3 level and will conform to industry standards. The Parties agree to use SS7 signaling on all trunk groups in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks.

4.1.2 The Parties also agree to exchange traffic over the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A.

#### 4.2 Service Arrangement.

Under the arrangement, an interconnection facility acts like an interoffice trunk.

4.2.1 For traffic terminating on the network of CTTC, the interconnection may be used by NEXTEL to deliver traffic to valid NPA-NXX numbers associated with CTTC end offices that subtend the specific tandem office to which the interconnection is made. Dedicated facilities to the tandem must be ordered by NEXTEL when their monthly traffic volume to CTTC exceeds 200,000 minutes per month.

4.2.2 Based on the specific CTTC end office of the originating end user, the interconnection may be used by CTTC to deliver traffic to NEXTEL customers using NPA-NXX numbers that are associated with rate center areas that are within the #9 PA MTA.

4.2.3 The delivery of traffic pursuant to Subsections 4.2.1 and 4.2.2 does not create legal or regulatory obligations for either Party that do not otherwise apply.

#### 4.3 Trunking Requirements for the Physical Interconnection Facilities between the Parties.

(a) When traffic is routed over a third party arrangement and the monthly usage exceeds 200,000 minutes, the Parties agree to work cooperatively to migrate the traffic to a dedicated facility between the Parties. NEXTEL and CTTC shall provision a separate trunk group, over which the Parties will originate and terminate traffic, as described in 1.1.1, 1.1.2 and 1.1.3. This trunk group will be referred to as the IntraMTA trunk group.

(b) To the extent that NEXTEL delivers to CTTC over 2% of its total traffic to CTTC as InterMTA traffic described in 1.1.4, by either

direct or third party arrangement, a separate trunk group will be established for this InterMTA mobile-to-land traffic. This trunk group will be referred to as the InterMTA trunk group.

- (c) Each Party agrees that, to the best of its ability it will identify and route traffic over the proper jurisdictional trunk group and will work cooperatively to install additional facilities to accommodate forecasted traffic volumes.
- (d) Signaling System 7 Common Channel Signaling will be used to the extent that such technology is available and deployed by each Party.

#### 4.4 Compensation.

Subject to the provisions of 4.4.5, each Party shall pay the other Party the Transport and Termination Charge for Subject Traffic that either Party delivers pursuant to the provisions of this Agreement for traffic delivered over both the connecting facilities pursuant to this Agreement and the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and the POI(s) described in Appendix A. The Parties agree that CTTC will not provide any compensation to NEXTEL for traffic associated with one-way CMRS, including paging services, provided by NEXTEL.

The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic. NEXTEL will provide compensation to CTTC for all Inter-MTA Traffic originated and terminated on the network of CTTC according to the terms and conditions of CTTC's applicable federal and state access tariffs that apply to access usage.

The designation of traffic as either Subject Traffic (for which Transport and Termination charges apply) or Inter-MTA Traffic (for which access charges apply) shall be based on the actual originating and terminating points of the complete end-to-end call, provided, however, that for NEXTEL, the location of the cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer. CPN (and LRN if applicable) information shall be furnished on 99.5% of calls.

4.4.1 Rates and Charges. The Parties' rates and charges regarding compensation for Subject Traffic and Transit Services are set forth in Appendix B attached to this Agreement and made a part hereof. CTTC's rates and charges for the origination and termination of InterMTA Traffic are those rates set forth in the applicable CTTC interstate and intrastate Access tariffs.

- 4.4.2 Billing. CTTC shall render to NEXTEL a bill for transport and termination services, Transit Services, and Access services Provided by CTTC on a current basis as set forth in 3.6.1 herein above. NEXTEL shall render to CTTC a bill for transport and termination services on a current basis as set forth in 3.6.1 herein above. Any applicable charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Subject Traffic, shall be billed in arrears.
- 4.4.3 Types of Traffic. The Parties shall reciprocally terminate Subject Traffic originating on each other's networks.
- 4.4.4 Traffic Factors. Because CTTC cannot determine the location of NEXTEL's mobile end users at the time a land-to-mobile call is made and consequently whether traffic originated on the network of CTTC is IntraMTA or InterMTA, CTTC will deliver land-to-mobile traffic to NEXTEL described in 1.1.3 over the IntraMTA trunk group facilities used for traffic described in 1.1.1 and 1.1.2 or the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A.

In order to properly identify the jurisdiction of the combined traffic described in 1.1.1, 1.1.2 and 1.1.3 and carried on the IntraMTA trunk group or the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A, NEXTEL and CTTC will develop a mutually acceptable percent InterMTA Use Factor that will be used to identify the relative amounts of InterMTA traffic and Subject Traffic carried on both the IntraMTA trunk group and the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A. The InterMTA Use Factor will be applied as described in 4.4.5 and 4.4.6. The Parties agree that the InterMTA Use Factor will be reflective of the actual nature of the traffic and may be renegotiated as needed to remain accurate. The InterMTA Use Factor is specified in Appendix B.

The Parties recognize that the InterMTA Traffic identified using the InterMTA Use Factor, may be both Interstate and Intrastate in nature. For the InterMTA Traffic, identified using the InterMTA Use Factor, the Parties will develop mutually acceptable percent Interstate and Intrastate Use Factors. Interstate access charges will apply to the percentage of InterMTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of InterMTA Traffic that is intrastate in nature. The Parties agree that the Interstate and Intrastate Use Factors will be reflective of the actual nature of the traffic and will be applied for the duration of this Agreement unless the Parties determine that this factor

should be renegotiated to remain accurate. The Interstate and Intrastate Use Factors are specified in Appendix B.

- 4.4.5 Compensation for Exchange of Subject Traffic on the IntraMTA Trunk Group. The Parties shall compensate each other for the exchange of Subject Traffic in accordance with this agreement. When the Parties cannot measure actual traffic volumes, the volume of Subject Traffic that is eligible for compensation under this agreement will be determined after application of the InterMTA Use Factor as described below.

For total mobile to land traffic that is delivered on the IntraMTA trunk group and the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A, the total amount of traffic minutes originated by NEXTEL and terminated to CTTC is multiplied by the Local Transport and Termination Rate specified in Appendix B. CTTC will bill NEXTEL the calculated amount for this Subject Traffic.

For total land to mobile traffic that is delivered on the IntraMTA trunk group and the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A, the total amount of traffic minutes originated by CTTC and terminated to NEXTEL is first multiplied by the InterMTA Use Factor, to determine the amount of traffic which is InterMTA. The resulting InterMTA minutes from this calculation will be multiplied by the applicable Interstate and Intrastate Use Factors, as in Appendix B, in order to arrive at the Interstate and Intrastate InterMTA minutes. These InterMTA minutes will be billed by CTTC to NEXTEL at the CTTC access rates provided in CTTC's applicable interstate and intrastate rates utilizing the Interstate and Intrastate Use Factors as specified in Appendix B. These InterMTA minutes are then subtracted from the total land-to-mobile minutes delivered on the IntraMTA trunk group and the third party arrangement with other LECs in the Philadelphia LATA as set forth in Appendix A to determine the volume of Subject Traffic minutes for which CTTC owes NEXTEL. These Subject Traffic minutes are then multiplied by the Local Transport and Termination Rate specified in Appendix B. NEXTEL will bill CTTC the calculated amount for this Subject Traffic.

- 4.4.6 Compensation for InterMTA Traffic on the InterMTA Trunk Group. Mobile-to-land InterMTA Traffic delivered on the InterMTA trunk Group is not Subject Traffic and is not eligible for compensation under this Agreement, and shall be charged by CTTC to NEXTEL at rates as set forth in the applicable CTTC interstate and intrastate access tariffs. For mobile-to-land InterMTA Traffic delivered by NEXTEL to CTTC on the InterMTA trunk group, CTTC will bill NEXTEL for such traffic at rates as set forth in the applicable CTTC interstate and intrastate access tariffs. If NEXTEL delivers any InterMTA mobile-to-land traffic to CTTC over the third party arrangement provided by a LEC in the Philadelphia LATA as set forth in

Appendix A in any given month, NEXTEL agrees to compensate CTTC at the filed CTTC intrastate access rates for all mobile-to-land traffic delivered to CTTC over the third party arrangement provided by other LECs in the Philadelphia LATA as set forth in Appendix A for that month.

#### 4.5 Transit Services Provided by CTTC.

4.5.1 Transit Services Provided by CTTC to NEXTEL. To the extent that CTTC has network arrangements with other third party CLECs and CMRS providers that are connected to the CTTC tandem, CTTC will provide intermediary tandem switching and transport to NEXTEL for the completion of NEXTEL's originated calls to those third party CLECs and CMRS providers, subject to the following:

- (a) NEXTEL agrees to negotiate and enter into interconnection and compensation agreements with third party CLEC and CMRS providers.
- (b) In the event that NEXTEL sends traffic through CTTC's network to a third party CLEC or CMRS provider with whom NEXTEL does not have an interconnection and compensation agreement, NEXTEL agrees to hold CTTC harmless from all charges billed by the third party CLEC or CMRS provider for the termination of NEXTEL's originated traffic. NEXTEL agrees to pay to CTTC any and all third party charges billed to CTTC by a third party CLEC or CMRS provider related to Transit Traffic delivered by NEXTEL to CTTC.
- (c) CTTC's agreement to provide Transit Service to NEXTEL does not create any continuing obligation for CTTC to maintain the arrangements that are the subject of this Agreement beyond the specific terms of this Agreement. The Parties agree that the provision of Transit Service by CTTC pursuant to this Agreement does not create legal or regulatory obligations that do not otherwise apply.
- (d) NEXTEL will compensate CTTC for all Transit Traffic terminated to a third party using the Transit Services provided by CTTC in accordance with the Transit Rate for Transit Services Provided by CTTC in Appendix B.
- (e) When CTTC provides Transit Services to NEXTEL for NEXTEL-originated traffic terminated to a third party, CTTC will provide to the terminating party, where possible and if requested by the terminating party, usage and originating carrier information sufficient to identify the originating party of such transited usage. CTTC, at its sole discretion, may provide this usage information

through either signaling, provision of call detail records, or summary reports.

- (f) NEXTEL agrees that it will route NEXTEL-originated traffic that utilizes CTTC-provided Transit Service on the appropriate IntraMTA or InterMTA Trunk Group based on the jurisdiction of the call or a separate Transiting Trunk Group.

4.5.2 Transit Services Provided by CTTC to Third Parties. To the extent that CTTC has network arrangements with other third party CLECs and CMRS providers that are connected to the CTTC tandem, NEXTEL agrees that CTTC may provide intermediary tandem switching and transport to those third party CLECs and CMRS providers that wish to terminate their end user originated traffic to NEXTEL, subject to the following:

- (a) NEXTEL agrees that it will not bill CTTC, and CTTC is not obligated to pay NEXTEL, charges for transport and termination for any traffic that originates on the network of a third party that is delivered to NEXTEL for termination to NEXTEL's customer through the Transit Services Provided by CTTC.
- (b) CTTC's provision of Transit Services to third parties who wish to terminate traffic to NEXTEL through CTTC does not create any continuing obligation for CTTC to maintain such arrangements beyond the specific terms of this Agreement. The Parties agree that the provision of Transit Service by CTTC to third parties who wish to terminate traffic to NEXTEL through CTTC pursuant to this Agreement does not create legal or regulatory obligations that do not otherwise apply.
- (c) If CTTC provides Transit Services through which a third party terminates traffic to NEXTEL, CTTC, where possible and if requested by NEXTEL, will provide NEXTEL usage and carrier information sufficient to identify the originating party of such transited usage. This information may be provided through signaling, provision of call detail records, or summary reports.
- (d) CTTC will route third party originating traffic that utilizes Transit Services Provided by CTTC and that terminates to NEXTEL on the IntraMTA Trunk Group or a separate Transiting Trunk Group.

4.6 Compensation for Direct Network Interconnection Facilities. The Parties agree to the following compensation for interconnection facilities:

- (a) NEXTEL will locate a POI(s) at CTTC's Birdsboro tandem. Where two-way direct interconnection facilities are used for traffic exchanged

between the Parties, and actual usage data is not available, the charges for such facilities provided by CTTC shall be shared based on each Party's proportion of originating traffic to total traffic exchanged between the Parties, in accordance with this Agreement. If actual usage data is not available in order to determine the amount of traffic exchanged between the Parties, then an estimated percentage of originating traffic to total traffic may be used. This estimated percentage is referred to as the Traffic Factor and is listed in **Appendix B** of this Agreement. The recurring charges for such facilities, excluding cost of new construction and Nonrecurring Charges, provided and billed by CTTC shall be reduced by applying the Traffic Factor in **Appendix B**. The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage or traffic study, revise the Traffic Factor appropriately. Where one-way facilities for traffic originating from the NEXTEL network are used, Nextel will provide and be responsible for all facility costs to transport that originating traffic, under this Agreement, on NEXTEL's facilities from the NEXTEL switch location up to the point of handoff to CTTC at the Birdsboro tandem POI.

- (b) Each Party will be responsible for its own Direct Network Interconnection Facility costs to deliver traffic to the POI. Where shared facilities are required, CTTC will provide and be responsible for two way facility costs according to the percentage identified in **Appendix B**, Traffic Factors for Shared Facilities, to transport CTTC's originating traffic under this agreement on CTTC's network from the NEXTEL POI at Birdsboro to the CTTC franchised service area boundary for handoff to NEXTEL. NEXTEL will be responsible for two way facility costs according to the percentage identified in **Appendix B**, Traffic Factors for Shared Facilities, to transport the NEXTEL network's originating traffic, under this agreement, on CTTC's facility network from the CTTC franchised service area boundary to the NEXTEL POI at Birdsboro.
- (c) The Parties agree there will be no other compensation due for these Direct Network Interconnection Facility costs other than as specified in 4.6 (a) and 4.6 (b).
- (d) In meeting its requirements for Direct Network Interconnection facilities as described in 4.6(a), should NEXTEL order and utilize CTTC-provided Special Access facilities within the CTTC serving area to transport NEXTEL traffic to and from the POI on the NEXTEL side of the POI, then NEXTEL agrees to compensate CTTC for all applicable Special Access Service charges as set forth in CTTC's applicable interstate and intrastate Access tariffs for facilities ordered by NEXTEL for such Special Access services.

#### 4.7 Common Channel Signaling.

- 4.7.1 Service Description. The Parties will provide Common Channel Signaling to one another via Signaling System 7 Network Interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
- 4.7.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, Calling Party Category Information, Originating Line Information, Charge Number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.
- 4.7.3 Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.
- 4.7.4 Connection Through STP. NEXTEL must interconnect, when applicable, with the CTTC STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 4.7.5 Third-Party Signaling Providers. NEXTEL may choose at its own expense a third-party SS7 signaling provider to transport messages to and from the CTTC SS7 network. In that event, the third-party provider must present an acceptable letter of agency to CTTC, prior to the testing of the Interconnection, authorizing the third party to act on behalf of NEXTEL in transporting SS7 messages to and from CTTC. The third-party provider must interconnect with the CTTC STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.

## **ARTICLE V LOCAL NUMBER PORTABILITY**

5.1 General. The Parties agree to port numbers from NEXTEL to CTTC and from CTTC to NEXTEL in accordance with the Act, such binding FCC mandates, and industry standards, as may be applicable.

NEXTEL is not required to have a physical point of interconnection or numbering resources in the rate center where the number is assigned. To qualify as a bona fide request, NEXTEL's Coverage Area must overlap the geographic location in which the customer's wireline number is provisioned. NEXTEL must, however, have dedicated trunks to a CTTC office in order for a call, to a ported number that is located out of an LRN in a different rate center within the same MTA, to be routed.

Local Number Portability must occur within a rate center. Orders to port numbers from one rate center to another rate center will be rejected. [The location of a wireless end-user customer is not relevant to Number Portability. Mobility is an inherent characteristic of wireless service.]

## 5.2 LNP Implementation.

The Parties will jointly test porting of numbers from NEXTEL to CTTC and from CTTC to NEXTEL in each exchange prior to submitting orders to port numbers.

CTTC's contacts for local number portability orders and customer specific LNP trouble may be found on the website, [www.decommunications.com](http://www.decommunications.com).

## 5.3 LNP Orders.

LNP orders will be exchanged using industry standard Local Service Request ("LSR") forms.

LNP Hours. LNP orders may be worked during CTTC's normal business hours. Ordering procedures are described at CTTC's website, [www.decommunications.com](http://www.decommunications.com).

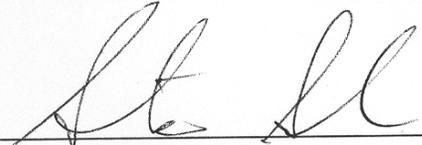
Expedited orders will be accepted pursuant to the Custom Handling charges shown on Appendix B to this Attachment.

Rates and Charges. The rates and charges associated with LNP orders are included in Appendix B to this Attachment.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, each Party has executed this Agreement on the date first above written.

NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.

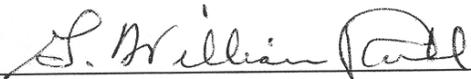
By: 

Name: Steve Sachs

Title: Sr. Director, Telco Cost Mgmt.

Date: November 4, 2004

CONESTOGA TELEPHONE AND TELEGRAPH COMPANY

By: 

Name: G. William Ruhl

Title: President & CEO

Date: Nov 1, 2004

**APPENDIX A  
POINTS OF INTERCONNECTION BETWEEN CTTC & NEXTEL**

Connecting Facility Point of Interconnection (“POI”)

The Connecting Facility Point of Interconnection (“POI”) for the delivery of Subject Traffic between CTTC and NEXTEL will be at the CTTC Birdsboro Tandem located in Birdsboro, Pennsylvania, with the Common Language Location Identifier (“CLLI”) of BRDSPAXB71T.

Third Party Arrangement

The Third Party Arrangement for the delivery of Subject Traffic under this Agreement between CTTC and NEXTEL will be through third party intraLATA toll trunk groups between CTTC and other ILECs in the Philadelphia LATA. These Third Party Arrangements will be contracted for separately and apart from this Agreement by both Parties with the applicable third parties.

The Third Party Arrangement trunk groups that will be used for the delivery of Subject Traffic are as follows:

**ELIGIBLE THIRD PARTY INTRALATA TOLL TRUNK  
GROUP ARRANGEMENTS**

3RD PARTY	CTTC TANDEM	CLLI CODE	ILEC TANDEM	CLLI CODE



InterMTA USE FACTOR

Mobile to Land      2%

**Traffic Factor for Shared Facilities:**

Landline-to-Wireless - 20%  
Wireless-to-Landline - 80%

INTERSTATE AND INTRASTATE USE FACTORS  
(Mobile-to-Land-)

Interstate               75%     
Intrastate              25%   

InterMTA RATES

See Filed Interstate and Intrastate Access Tariffs