

INTERCONNECTION AGREEMENT

between

**DENVER and EPHRATA TELEPHONE and TELEGRAPH COMPANY
CONESTOGA TELEPHONE and TELEGRAPH COMPANY
BUFFALO VALLEY TELEPHONE COMPANY**

and

SPRINT SPECTRUM L.P.

For the Commonwealth of Pennsylvania

INTERCONNECTION AGREEMENT

This Interconnection Agreement (Agreement) is entered into by and between Denver and Ephrata Telephone and Telegraph Company d/b/a D&E Telephone Company, Conestoga Telephone and Telegraph Company, and Buffalo Valley Telephone Company, (collectively referred to as “D&E Telephone” and individually as Company) with offices at 124 East Main Street, Ephrata, Pennsylvania 17522-0458 and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., and as agent for PhillieCo, L.P. both Delaware limited partnerships, and as agent for SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (“Sprint PCS”) with offices at 6160 Sprint Parkway, Overland Park, Kansas 66251. Each referred to as a “Party” and collectively as “Parties”.

WHEREAS, D&E Telephone is a local exchange carrier company certified by the Pennsylvania Public Utility Commission (the Commission); and

WHEREAS, Sprint PCS is authorized to provide commercial mobile radio service (CMRS) under the jurisdiction of the FCC; and

WHEREAS, the Parties need to interconnect their facilities for the purpose of exchanging traffic as specified below; and

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

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, D&E Telephone and Sprint PCS hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

- 1.1 “Act” means the Communications Act of 1934, (47 U.S.C. 151 et. Seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.
- 1.2 “Affiliate” is As Defined in the Act.
- 1.3 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:

- (a) End Office Switches which are used to, among other things, terminate telecommunications to end user subscribers; and
- (b) Tandem Office Switches which are used to interconnect and switch trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

- 1.4 “Commercial Mobile Radio Service” or “CMRS” means Commercial Mobile Radio Service as defined in Section 20 of the Act.
- 1.5 “Commission” means the Pennsylvania Public Utility Commission.
- 1.6 “Common Channel Interoffice Signaling” or “CCIS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed to by the Parties, the CCIS protocol used by the Parties shall be Signaling System Seven (SS7).
- 1.7 “Effective Date” means the date this Agreement is approved by the Pennsylvania Public Utility Commission.
- 1.8 “FCC” means the Federal Communications Commission.
- 1.9 “Interconnection” is the linking of the D&E Telephone and Sprint PCS networks for the exchange of traffic. Includes the duty to provide interconnection for the facilities and equipment of any requesting telecommunications carrier “with the local exchange carrier’s network – (A) for the transmission and routing of telephone exchange service and exchange access; (B) at any technically feasible point within the carrier’s network; (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and (D) on rates, terms, and conditions that are just reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements” of §251 and §252 of the Act. (47 U.S.C. § 251(c)(2))
- 1.10 “Indirect traffic” means traffic that originates on either Party’s network and terminates on the other Party’s network via a third party. This traffic may also be referred to as “transit ” or “intermediary ”.

- 1.11 “Interconnection Facilities” are those facilities between the D&E Telephone central office switch and the Sprint PCS Mobile Switching Center (MSC) or point of presence.
- 1.12 “Interexchange Carrier” or “IXC” denotes a carrier that provides directly or indirectly, interLATA or intraLATA telephone toll service.
- 1.13 “ISP Traffic” means dial-up traffic that is originated and dialed by an End User of one Party, delivered to the other Party over the Local Telecommunications Traffic facilities, and further delivered by that other Party to an Internet Service Provider (“ISP”) that provides End Users with access to the Internet and the World Wide Web.
- 1.14 “Local Access and Transport Area” or “LATA” is As Defined in the Act.
- 1.15 “Local Telecommunications Traffic” or “IntraMTA Traffic” is defined as that telecommunications traffic which originates and terminates within the same major trading area (“MTA”), as defined in 47 C.F.R. §24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the end office serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used.
- 1.16 “Local Exchange Carrier” or “LEC” is As Defined in the Act.
- 1.17 “Major Trading Area” or “MTA” is As Defined in the Act.
- 1.18 “Mobile Switching Center” or “MSC” is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system call hand-offs, and records all system traffic for analysis and billing.
- 1.19 “Multifrequency” means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.
- 1.20 "Point of Interconnection" ("POI") or "Interconnection Point" ("IP") means any technically feasible point of demarcation where the exchange of Local Telecommunications Traffic between two carriers takes place. The POI is the division point of ownership of the transmission facility.
- 1.21. “Reciprocal Compensation” is As Described in the Act.
- 1.22. “Telecommunications” is As Defined in the Act.

- 1.23. "Telecommunications Act" means the Telecommunications Act of 1996.
- 1.24. "Telecommunications Carrier" is As Defined in the Act.
- 1.25. "Type 2A Wireless Interconnection" is a trunk between a D&E Telephone local tandem and a Sprint PCS POI for the exchange of Local Telecommunications Traffic. Through this interconnection, Sprint PCS can connect to D&E Telephone's end-offices or to other carriers subtending the tandem for the exchange of Local Telecommunications Traffic. A separate Interexchange trunk group must be provided to D&E Telephone for use in the transporting of calls to Sprint PCS's system from Interexchange Carriers (IXCs) for Switched Access FGB and FGD services.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including D&E Telephone or third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

3.1. This Agreement is intended to describe and enable specific Direct and Indirect Interconnection for the exchange of telecommunication traffic between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the CMRS network of Sprint PCS and the incumbent LEC network of D&E Telephone for the purposes of exchanging certain traffic which is as follows:

- 3.1.1 CMRS to LEC Local Telecommunications Traffic originated on Sprint PCS network and terminated to a customer on the incumbent LEC network of D&E Telephone within the same MTA; and
- 3.1.2 LEC to CMRS Local Telecommunications Traffic originated by the incumbent LEC customer of D&E Telephone within the local calling area as established in the LEC tariff, and D&E Telephone IntraLATA Toll terminated on the CMRS network of Sprint PCS within the same MTA.

Local Telecommunications Traffic specifically excludes Interexchange Carrier traffic. ISP Traffic is not included within the scope of the Agreement. ISP Traffic, if exchanged, will be the subject of a subsequent agreement.

- 3.2. This Agreement also provides for Reciprocal Compensation between the Parties for the exchange of Local Telecommunications Traffic as set forth in this Agreement and the Act under 47 U.S.C. § 251(b)(5).
- 3.3. This Agreement only applies to the traffic delivered over the connecting network arrangement between the Parties.
- 3.4. This Agreement has no effect on the geographic area associated with local telecommunications for any other types of traffic other than the specific traffic exchanged and subject to reciprocal compensation under this Agreement.

4.0 NON-LOCAL TELECOMMUNICATIONS

- 4.1 The Parties contemplate that they may exchange non-Local Telecommunications Traffic over the Type 2A interconnection facilities provided for under this Agreement for the purposes of completing traffic to Sprint PCS end-users traveling out of MTA No. 9. Charges for the transport and termination of non-Local Telecommunications Traffic (i.e. InterMTA) shall be in accordance with the Parties' respective intrastate or interstate access tariffs or other applicable access rates, as appropriate. The Parties will develop an initial factor representative of the share of total traffic exchanged over the interconnection facilities that is exempt from local compensation. The Parties have agreed upon the InterMTA factor specified in Appendix A, which represents the percent of total minutes to be billed access charges. The InterMTA factor identified in Attachment 1 shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.
- 4.2 When the Parties jointly provide switched access services to interexchange carriers ("IXCs"), Sprint will establish a separate Interexchange Trunk Group pursuant to the terms of D&E Telephone's interstate switched access tariff. The Interexchange Trunk Group will connect to each appropriate D&E Telephone Access Tandem. Sprint will be responsible for the provision of the Interexchange Trunk Group facilities to the connection with each D&E Telephone Access Tandem.

5.0 SERVICE AGREEMENT

5.1. Interconnection.

The compensation for the termination of Local Telecommunications Traffic as provided in this agreement, delivered by one party to the other will be mutual and symmetrical according to the provisions of this Agreement. Each Party shall pay the other Party for terminating the Local Telecommunications Traffic delivered to the other Party's network. Charges for terminating such traffic shall be at the rates set forth in Appendix A of this Agreement.

5.2. Methods of Interconnection.

The Parties agree to interconnect their respective networks at points identified in Appendix A. The rates and charges set forth in this Agreement and in the Appendix A are related to the Interconnection point, network arrangement and tariff rates identified in this Agreement. The rates and charges for any different interconnection arrangement or interconnection points that the Parties may deploy in the future, shall be determined using applicable pricing standards in effect at that time. All interconnection facilities will be at a minimum DS1 level and will conform to industry standards. Traffic will be exchanged on a bi-directional basis. All trunk facilities used for Local Telecommunications Traffic will be engineered to a P.01 grade of service and will conform to Telcordia's GR-145-CORE standards.

5.3 Signaling.

5.3.1 SS7 connectivity is required on both Parties' networks where technically available.

5.3.2 SS7 connectivity will be provided in accordance with the technical specifications established by accepted industry practices and standards.

5.3.3 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 and Transaction Capability Application Party (TCAP) messages to facilitate full interoperability of all CLASS features and functions between their respective networks.

5.3.4 Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon.

5.3.5 All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification (ANI), Calling Party Number, Privacy Indicator, calling party category information, charge number, etc.

5.3.6 All parameters related to network signaling information will also be provided, such as Sprint PCS Carrier Information Parameter, wherever such information is needed for call routing and billing.

- 5.3.7 Each party will honor all Privacy Indicators as required under applicable law.
- 5.3.8 Sprint PCS must interconnect, directly or indirectly, with the D&E Telephone Signal Transfer Points (STPs) for the reciprocal compensation traffic that will be exchanged.
- 5.3.9 Sprint PCS may choose a third-party SS7 signaling provider to transport signaling messages to and from D&E Telephone's SS7 network. In that event, the third party provider must present a letter of agency to D&E Telephone authorizing the third party to act on behalf of Sprint PCS in transporting messages to and from D&E Telephone. The third party provider for Sprint PCS must interconnect with the D&E Telephone STPs serving the geographic area in which the traffic exchange groups are located. Such connections will meet generally accepted industry technical standards.
- 5.3.10 Where SS7 signaling is not available, multifrequency in-band signaling shall be used in accordance with accepted industry practices and standards.
- 5.3.11 Sprint PCS provides E911 connectivity to all of its customers in Pennsylvania in accordance with the rules of the Federal Communications Commission.

6.0 COMPENSATION, BILLING MEASUREMENTS, AND AUDITING

6.1. Description

Both Parties agree to charge each other according to the prices set forth in Appendix A. D&E Telephone shall not represent or advocate before the Pennsylvania Public Utility Commission or in any other forum, negotiations or otherwise that Sprint PCS' agreement to the rate of \$0.012 per minute constitutes an admission of, or evidence that such a rate is, either reasonable compensation or a rate complying with Section 252 (d)(2)(A) of the Act. Notwithstanding this provision, neither Party waives any rights it may have to participate and fully present its' positions in any other proceeding dealing with the appropriate rate for the exchange of intraMTA Traffic.

6.2. Rate Structure

The Parties agree that call termination rates as set forth in Appendix A will apply on a per-minute of use basis for the termination of Local Telecommunications Traffic covered by this Agreement. The Parties further agree to charge a single, combined, per-minute rate billed in full minute increments which encompass charges for transport, termination, and tandem switching.

6.3. Measurement and Billing

When each Party has fully implemented the technical ability and other necessary facilities, D&E Telephone and Sprint PCS shall pass ANI information on each call. In no event shall either Party edit or replace the ANI information passed to the terminating Party in order to falsify or modify the identity of the original ANI information. The originating Party must accurately record and/or reflect the true ANI originating information. The replacement of the originating or terminating customer identification information or ANI with different telephone numbers is expressly prohibited.

- 6.3.1. The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all Subject Traffic exchanged between the Parties. The Party originating the traffic will populate the standard fields on the associated Initial Address Message (IAM) and populate the Jurisdictional Information Parameter (JIP) field where technically feasible. Unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7"). 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 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. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, Jurisdictional Indicator Parameter (AJIP@, calling party category information, charge number, etc. All parameters related to network signaling information will also be provided, such as Sprint PCS Carrier Identification Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. Sprint PCS must interconnect, directly or indirectly, with the D&E Telephone Signal Transfer Points ("STPs") serving the geographic area in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged pursuant to this Agreement; or Sprint PCS may choose a third-party SS7 signaling provider to transport signaling messages to and from D&E Telephone's SS7 network. In that event, the third-party provider must present a letter of agency to D&E Telephone authorizing the third party to act on behalf of Sprint PCS in transporting SS7 messages to and from D&E Telephone.
- 6.3.2. If the originating Party fails to pass ANI on more than 10% of calls, either Party may require that separate trunk groups for Local Telecommunications Traffic and toll traffic be established.

- 6.3.3. As provided in Appendix A, when traffic is not segregated according to traffic types nor measured through the use of SS7 to determine actual traffic measurements, the Parties will provide percentage of jurisdictional use factors. The jurisdictional factors supplied by the Parties will be auditable percentages for Percent Local Usage (PLU) and, for InterMTA traffic, the Percentage of Interstate Usage (PIU). They will be measured from either the originating end, terminating end or both. The jurisdictional factors or, if available, the actual measurement of jurisdictional traffic will be used to properly bill for traffic. To the extent that Sprint PCS does not have the necessary terminating usage information to bill D&E Telephone based upon actual traffic measurement, Sprint PCS shall bill D&E Telephone based on the percentage relationship set forth in Appendix A under Terminating Traffic Factors and based upon the amount of minutes of use, by each Company, that D&E Telephone bills Sprint PCS, based upon D&E Telephone's measurement of terminating usage. D&E Telephones' non-recurring and recurring charges associated with the Local Telecommunications Traffic trunks exchanging Local Telecommunications Traffic between the Parties' networks shall be reduced by the land-to-mobile percentage set forth in Appendix A to reflect D&E Telephone's portion of the shared trunks. Except as otherwise provided in this Agreement, these shall be the only charges for the facilities used to terminate Local Telecommunications Traffic from D&E Telephone to Sprint PCS.
- 6.3.4. Local Number Portability ("LNP") provides an end user with the ability to retain their existing phone number when changing from one telecommunications company to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for phone numbers that have been subsequently ported. (Situation): (a) In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- (b) The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC").
- (c) If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to phone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the phone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions the other Party performs on its behalf. In addition, the N-1 carrier shall be responsible for payment of the reciprocal

compensation charges assessed by the terminating carrier and/or the transit charges assessed by a tandem provider associated with each such call.

6.3.5. For purposes of billing compensation for the interchange of Local Telecommunications Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. For terminating local calls, usage begins when the terminating recording switch (i.e., the MSC) receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the MSC receives or sends a release message, whichever occurs first. Usage shall be measured in minutes, or fractions thereof, and not rounded-up on a per call basis, but accumulated over the billing period. Any required mileage measurement shall be based on the industry standard Vertical and Horizontal Coordinate (V&H) mileage measurement process.

6.3.6. The Parties will exchange billing information on a monthly basis. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable.

6.3.7. Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and Local Network Usage will be billed in arrears. All bills will be due when rendered and will be considered past due 30 days after the bill date. The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute.

6.3.8. If any undisputed amount due on a billing statement issued by one Party is not received by the other Party on the payment due date, then the billing Party may charge, and the billed Party agrees to pay, at the billing Party's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the NECA 5 federal tariff, one and one-half percent (1½ %) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next

statement. Payment in arrears of any undisputed amount for more than 90 days may be grounds for termination.

6.3.9. D&E Telephone may provide a transit service to Sprint PCS for Local Telecommunications Traffic that Sprint PCS originates over the Type 2A Trunk, destined to a telephone number associated with an LRN of a third party carrier whose switch subtends D&E Telephone's tandem where Sprint PCS' POI is located. The Transit Rate designated on Appendix A will apply to Sprint PCS originated traffic. D&E is not responsible for any termination charges of a third party carrier for the termination of Sprint PCS traffic that transits through D&E Telephone and terminates to such third party carrier. Sprint PCS is not responsible for transit charges for a third Party carrier's originating traffic that transits through D&E Telephone and terminates to Sprint PCS.

6.4. Audits And Examinations

As used herein Audit shall mean a comprehensive review of billing performed under this Agreement. Either Party (the Requesting Party) may perform one (1) Audit per 12-month period commencing with the Approval Date. Both parties reserve the right to measure and audit all traffic to ensure that proper rates are being applied appropriately. Both parties agree to provide the necessary traffic data for sampling purposes in conjunction with any such audit.

6.4.1. Upon thirty (30) days written notice by the Requesting Party to the Audited Party, the Requesting Party shall have the right through its authorized representative to conduct an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing of the services provided under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope and duration of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of the Audited Party' facilities (e.g. conference rooms, telephones, copying machines, etc.).

6.4.2. Each party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid by the Requesting Party. For purposes of this Section, a Special Data Extraction shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the Requesting Party's specifications and at Requesting Party's expense, Requesting Party may specify at the time of the request that it shall have the right to retain the program solely for reuse for any subsequent Audit.

- 6.4.3. Within thirty (30) days of the receipt of the final Audit Report, any adjustments, credits or payments shall be made and any corrective action shall commence to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date of the final Audit Report.
- 6.4.4. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, signed by an authorized representative of the Party having such right.
- 6.4.5. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

7.0 **NOTICE OF CHANGES**

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.1. **Trouble Reporting** In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

7.2. **24 Hour Network Management Contact:**

For D&E Telephone:

NOC Contact Number: 717-733-1411
Facsimile Number: 717-721-9247

For Sprint PCS:

Contact Number: 888-859-1400
E-mail:

NMC-NOCCManagers@sprint.com
NMC-NOCCSupervisors@sprint.com

7.3. Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and

arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

8.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 8.1. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons using their service or impairs the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 8.2. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.
- 8.3. Each Party is responsible for administering NXX codes assigned to it.
- 8.4. Each Party is responsible for obtaining listings of Common Language Location Identification codes assigned to its switches for the Local Exchange Routing Guide (LERG).
- 8.5. Each Party shall use the LERG, published by Telcordia or its successor, for obtaining routing information and shall provide all required information in a timely manner to Telcordia or its successors for maintaining the LERG.
- 8.6. D&E Telephone shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes assigned to Sprint PCS. Sprint PCS shall do the same with respect to its Mobile Switching Center for recognizing and routing traffic to D&E Telephone's NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.
- 8.7. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

9.0 TERM AND TERMINATION

9.1. The initial term of this Agreement shall be one year (the Term) which shall commence on the Effective Date. This Agreement shall automatically renew for successive one year Terms unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, until replaced by another agreement. Either Party may terminate this Agreement by providing written notice at least 60 days prior to the expiration date of either the initial term or any successive one year term.

9.1.1. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided however, that the non-defaulting Party notifies the defaulting Party in writing describing in reasonable detail the nature of the alleged default, and the defaulting Party does not correct the alleged default within thirty (30) days after written notice thereof. Default is defined to include:

- (a) Either Party's insolvency or initiation of voluntary or involuntary bankruptcy or receivership proceedings by or against the Party, or;
- (b) Either Party's material breach of any of the terms or conditions hereof or a Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, including the failure to make any undisputed payment when due.

10.0 CANCELLATION CHARGES

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

11.0 INDEMNIFICATION

11.1. Each Party (the Indemnifying Party) shall indemnify and hold harmless the other Party, (Indemnified Party) from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- (2) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees shall be liable to the other for Consequential Damages (as defined in Section 12.3).

- 11.2. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. Provided that, any settlement of the claim entered into by the indemnifying party must be approved by the indemnified party, which approval shall not be unreasonably withheld.

- (1) In the event that the claim, lawsuit or demand is covered by insurance obtained by the Indemnifying Party, the Indemnifying Party shall timely notify the insurance carrier and provide a copy of that notice, including name, address and telephone number of the insurance carrier, to the Indemnified Party.
- (2) In the event that the claim, lawsuit or demand is not covered by any insurance obtained by the Indemnifying Party and the Indemnifying Party does not otherwise properly or diligently pursue the defense of the tendered action, then the Indemnifying Party shall be deemed in violation of the terms and/or conditions of this Agreement.
- (3) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- (4) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

- 12.1. No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging,

moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2. No Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party, except for gross negligence or willful misconduct.

12.3. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, Consequential Damages), even if the other Party has been advised of the possibility of such damages.

13.0 GOVERNING LAW

The Parties understand and agree that this Agreement will be filed with the Commission and, to the extent required by FCC rules, with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state or local government authority. Any modifications to this Agreement occasioned by such changes shall be affected through good faith negotiations concerning modifications to this Agreement and shall be in writing.

14.0 CONTINUOUS SERVICE

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations (including making payments in accordance with Section 6.0) in accordance with this Agreement, subject to Section 6.3.7.

15.0 MISCELLANEOUS

15.1 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.2 Independent Contractors

Neither this Agreement, nor any actions taken by D&E Telephone or Sprint PCS, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Sprint PCS and D&E Telephone, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by D&E Telephone or Sprint PCS in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between D&E Telephone and Sprint PCS end users or others.

15.3 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor disputes or freight embargoes that prevent a party or its subcontractors from performing its responsibilities hereunder, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, (collectively, a Force Majeure Event). If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the force majeure, the duties of the Parties under this Agreement affected by the force majeure condition shall be abated and shall resume without liability thereafter. The due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

15.4 Confidentiality

15.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party (a Receiving Party) or any of its employees, contractors, agents (its Representatives) pursuant to this Agreement, shall be deemed (Proprietary Information) and the property of the Disclosing Party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each

Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 15.4.2.

15.4.2 Receiving Party may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Receiving Party becomes aware of the requirement, and the Receiving Party undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Receiving Party will comply with any protective order that covers the Confidential Information to be disclosed. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

15.4.3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

15.5. Jurisdiction

This Agreement is governed by the terms and requirements of the Act, including Section 252(i). For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the Commonwealth of Pennsylvania without reference to conflict of law provisions.

15.6 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. The tax exemption will apply upon timely receipt of the tax exemption certificate.

15.7 Assignability

This Agreement shall be binding upon the Parties and shall continue to be binding upon all entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agrees to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement, and such third parties shall be treated as agents of Sprint PCS under this Agreement.

15.8 Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

15.9 Notices.

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery

service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

<p>To:</p> <p>D&E Telephone Company Conestoga Telephone and Telegraph Company Buffalo Valley Telephone Company Attn: Vice President Regulatory 124 East Main Street Ephrata, Pennsylvania 17522-0458</p>	<p>To:</p> <p>Sprint Interconnection Attention: Shelley Jones Mailstop: KSOPHA0310-3B472 6330 Sprint Parkway Overland Park, KS 66251</p>
<p>With a copy to:</p> <p>Thomas Thomas Armstrong and Niesen Attn: Patty Armstrong, Esq 212 Locust Street Suite 500 Harrisburg, PA 17101</p>	<p>With a copy to:</p> <p>Sprint Legal Department 6450 Sprint Parkway Second Floor Overland Park, KS 66251</p>

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

15.10 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade names in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

15.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in

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

15.12 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

15.13 No License.

No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15.14 Technology Upgrades

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each party shall provide the other party written notice at least ninety (90) days prior to the incorporation of any such upgrade in that Party's network which will materially impact service. Each party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.15 Survival

Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

15.16 Entire Agreement.

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into

this Agreement by reference as if set forth fully herein and, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of _____, 2005.

**D&E TELEPHONE and TELEGRAPH COMPANY
CONESTOGA TELEPHONE and TELEGRAPH CO.
BUFFALO VALLEY TELEPHONE CO.**

SPRINT SPECTRUM L.P.

By: _____

By: _____

Printed: Albert H. Kramer

Printed: _____

Title: Sr. VP Operations

Title: _____

**APPENDIX A
INTERCONNECTION RATES AND TERMS**

TRANSPORT AND TERMINATION

Rates per terminated Minutes of Use (MOU)\$0.012

The Transport and Termination rate is reciprocal for the exchange of Local Telecommunications Traffic delivered over the connecting network arrangement between the Parties. The single, combined per minute rate encompass transport, termination, and tandem.

Terminating Traffic Factors:

D&E Telephone originating traffic to Sprint PCS 20 %

Sprint PCS originating traffic to D&E Telephone 80 %

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way Local Telecommunications Traffic exchanged between the Parties. For example, a factor of 80 % for Sprint PCS means that, of total 2-way Local Telecommunications Traffic exchanged between D&E Telephone and Sprint PCS, 20 % originated from a D&E Telephone end user customer and terminated to a Sprint PCS end user customer. These factors are subject to change based upon mutually acceptable traffic data and are updated quarterly. If the factors are not updated quarterly, the Parties shall use the last previously established factors.

PLU: 100 %

The PLU describes the portion of Local Telecommunications Traffic exchanged between the Parties that both originated and terminated within the same MTA. This factor applies to both originating and terminating MOUs.

The above specified rate for transport and termination shall be subject to adjustment based on (a) D&E Telephone providing a lower rate for transport and termination to any other CMRS provider, or (b) an action by the Pennsylvania Public Utility Commission lifting the exemption granted to D&E Telephone from the requirements of Section 251(b) and 251(c) of the Act or otherwise setting lower rates for transport and termination for D&E Telephone.

Transit Rate per terminated Minutes of Use (MOU) \$0.002

Interconnection Points

For purposes of this Agreement, the Interconnection Point for traffic exchanged with the **D&E Telephone Company** exchanges will be at the Ephrata, PA (EPHRPAXE01T) tandem.

For purposes of this Agreement, the Interconnection Point for traffic exchanged with **Conestoga Telephone** and **Buffalo Valley Telephone** exchanges will be at the Birdsboro, PA (BRDSPAXB01T) tandem.