

**AGREEMENT FOR TRANSPORT AND TERMINATION
OF SPECIFIC TRAFFIC BETWEEN SOUTH CANAAN TELEPHONE COMPANY
AND SOUTH CANAAN CELLULAR COMMUNICATIONS COMPANY, L.P.**

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 South Canaan Telephone Company (“SCTC”) with an address of Route 296, P.O. Box 160, South Canaan, Pennsylvania 18459 and South Canaan Cellular Communications Company, L.P. (“Cellular”) with an address of 650 Old Willow Ave., Suite E, Honesdale, PA 18431, (SCTC and Cellular referred to collectively as “Parties” and individually as “Party”). This Agreement covers services in the Commonwealth of Pennsylvania (“State”).

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

WHEREAS, SCTC 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, limited to Subject Traffic as defined herein; 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, SCTC and Cellular 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 State for purposes of Interconnection and the exchange only of Subject Traffic as defined herein 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 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 and conditions under which the Parties agree to directly interconnect the CMRS network of Cellular and the LEC network of SCTC for the purposes of delivering Subject Traffic within the scope of this Agreement as specified in Sections 1.1.1, 1.1.3 and 1.1.4, as well as the terms for compensation for the delivery of traffic set forth in Sections 1.1.1.1 and 1.1.1.2, specifically including and limited to:

1.1.1.1 CMRS to LEC Subject Traffic of Cellular that is: (a) originated on the CMRS network of Cellular's NPA-NXXs of 570-229 and 570-493; (b) delivered to the SCTC network over the direct connecting facilities established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of SCTC to an SCTC end user at SCTC's NPA-NXXs of 570-937 and 570-488;

1.1.1.2 LEC to CMRS Subject Traffic of SCTC that is: (a) originated on the incumbent LEC network of SCTC at SCTC's NPA-NXXs of 570-937 and 570-488; (b) delivered to Cellular over the direct connecting facilities pursuant to this Agreement; and (c) terminated on the CMRS network of Cellular to a Cellular end user's NPA-NXXs of 570-229 and 570-493.

1.1.1.3 From time to time, Subject Traffic may also include intraMTA (New York M-01) non-EAS traffic for the sole purpose of routing such traffic in an efficient and economical manner. However, for the purpose of compensation for the transport and termination of such intraMTA non-EAS traffic as set forth herein, SCTC reserves the right to charge Cellular reciprocal compensation, or other applicable rates, as appropriate.

1.1.1.4 From time to time, Subject Traffic may also include interMTA traffic, for the sole purpose of routing such traffic in an efficient and economical manner. However, for purposes of compensation for the transport and termination of such interMTA traffic as set forth herein, SCTC reserves the right to charge Cellular in accordance with the SCTC's respective intrastate and interstate access tariffs or other applicable rates, as appropriate.

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, except as set forth in Sections 1.1.1.3 and 1.1.1.4. 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 other than that geographic area set forth in Section 1.1.4, below.

- 1.1.3 Subject Traffic does not include: (a) traffic terminated to Internet Service Providers (ISPs); (b) 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 SCTC 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 Cellular or SCTC originates to, or terminates from, an interexchange carrier or other third party carrier is outside the scope of this Agreement. Notwithstanding the previous sentence, Subject Traffic for purposes of this Agreement, includes only Subject Traffic delivered over the T-1s as set forth in Section 4.1.1 or other such facilities as provided for herein.
- 1.1.4 This Agreement only applies with respect to Subject Traffic delivered over the direct connecting facilities between the Parties as specified in this Agreement. The terms of this Agreement, including, but not limited to, traffic distribution and the proportions of minutes-of-use that are Subject Traffic, are directly related to, and dependent on, the specific geographic scope of the mobile service area of Cellular to which traffic will be terminated and from which traffic will be originated by Cellular. The geographic scope of the service area of SCTC is defined by its incumbent LEC service area. Accordingly, for purposes of both routing and compensation, this Agreement applies only to traffic originated or terminated by Cellular to its CMRS mobile users that are located within the wireless service area of Cellular and to traffic originated or terminated by SCTC to its end users that are located within its incumbent LEC service area. SCTC's incumbent LEC service area is located within the New York M-01 MTA. For purposes of routing only, this Agreement may also apply to traffic originated or terminated by Cellular to its CMRS mobile users that are located outside of the wireless service area as set forth in 1.1.1.2.
- 1.1.5 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. Except as provided for in Section 4.2.4, 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 as set forth in Sections 1.1.1.1 and 1.1.1.2 and Appendix B attached hereto applies only to traffic associated with the provision of local exchange carrier services by SCTC and to traffic associated with the provision of two-way CMRS by Cellular. Compensation for intraMTA non-EAS traffic and interMTA traffic shall be

determined in accordance with SCTC's respective reciprocal compensation rates and intrastate and interstate access tariffs, respectively, or other applicable rates, as appropriate. Traffic associated with fixed wireless services of Cellular is specifically excluded from this Agreement.

- 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 direct connecting facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in Article I. This Agreement does not set forth terms and conditions for effecting Local Number Portability between the Parties.

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 calling party.
- 2.3 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 2.4 "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.
- 2.5 "DS1" is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 2.6 "DS3" is a digital signal rate of 44.736 Mbps.

- 2.7 “Interconnection” means the physical connection over the direct connecting arrangement between the Parties’ networks for the transmission and routing of traffic, and more specifically a T-1 facility provisioned herein, as set forth in Appendix A.
- 2.8 “InterMTA Traffic” For purposes of this Agreement, InterMTA Traffic means traffic between an SCTC wireline customer and a Cellular 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.
- 2.9 “IntraMTA Traffic” IntraMTA Traffic is traffic between an SCTC wireline customer and a Cellular mobile customer that, originates and terminates in the New York M-01 MTA. “IntraMTA EAS Traffic” is traffic which is originated and terminated between a SCTC end user customer within SCTC’s service area and a Cellular end user customer that, at the beginning of the call, originates and terminates to and from Cellular’s Honesdale Exchange NPA-NXXs of 570-229 and 570-493 and SCTC’s NPA-NXXs of 570-937 and 570-488. “IntraMTA non-EAS Traffic” is all other traffic between an SCTC wireline customer and a Cellular mobile customer that originates and terminates in the New York M-01 MTA that is not IntraMTA EAS Traffic.
- 2.10 “IXC” or “Interexchange Carrier” means a telecommunications service provider authorized to provide interstate or intrastate long distance communications services between LATAs and is authorized by the Commission to provide long distance communications services.
- 2.11 “ISUP” means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.12 “Local Exchange Carrier” or “LEC” means any company certified by the Commission to provide local exchange telecommunications service.
- 2.13 “NANP” or “North American Numbering Plan” means the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 2.14 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. This is the three-digit indicator which 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.

- 2.15 “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 code blocks are assigned to specific individual local exchange end office switches for use to provide service exclusively within a specific Rate Center area.
- 2.16 “POI” or “Point of Interconnection” means the mutually agreed upon point of interconnection within SCTC’s service area and on SCTC’s network where the Parties connect their networks for the exchange of Subject Traffic as set forth in Appendix A and more particularly the T-1s provisioned herein connecting with the SCTC central office.
- 2.17 “Rate Center” means the specific geographic point (“Vertical and Horizontal” or “V & H” coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic local exchange telecommunications services. The “rate center point” is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXXs designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. The use by a CMRS licensee of an NPA-NXX for telephone numbers assigned to its mobile CMRS end users does not mean that a mobile end user obtains local exchange service in the geographic area of the Rate Center associated with the specific NPA-NXX. The use by a CMRS provider of a Rate Center V & H for mobile CMRS services has no specific geographic meaning with respect to the geographic area in which the mobile user obtains service.
- 2.18 “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.
- 2.19 “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.
- 2.20 “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.
- 2.21 “Signaling System 7” or “SS7” means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (“ANSI”) standards.

- 2.22 “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.
- 2.23 “Synchronous Optical Network” or “SONET” means synchronous electrical (“STS”) or optical channel (“OC”) connections between LECs.
- 2.24 “Subject Traffic” means the traffic governed by Section 1.1.1 of this Agreement and as limited by Sections 1.1.3 and 1.1.4 of this Agreement. 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. Moreover, as set forth in 1.1.1.3 and 1.1.1.4, Subject Traffic may also include, for routing purposes only, intraMTA non-EAS and interMTA traffic.
- 2.25 “Wire Center” means a building or space within a building that serves as an aggregation point on a given carrier’s 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 five (5) business days 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 for seven months or until a new agreement has been executed by the Parties, through either voluntary negotiations, mediation or arbitration pursuant to Section 252 of the Act whichever is earlier.
- 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 the transport and termination of Subject Traffic are set forth in Appendix B. Payment of the charges set forth in Appendix B will be due when rendered and will be considered past due twenty (20) days after the bill date. Except as provided in this Section 3.6, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to the mutual exchange of traffic pursuant to this Agreement, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged. The specific compensation terms and conditions for Subject Traffic set forth in this Agreement are related to, dependent on, and limited to the provision of service to end users located in the specific geographic areas that are the subject of this Agreement, the exchange of Subject Traffic between the Parties with respect to these geographic areas as set forth in Sections 1.1.1.1 and 1.1.1.2 of this Agreement and all of the other interrelated terms and conditions set forth in this Agreement.
- 3.6.2 Late Payment Charges. If any undisputed amount due on an invoice is not received by Billing Party within twenty (20) days after the bill date, Billing Party may assess, and the Billed 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 ninety (90) 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 have agreed that based upon their experience, balance and volume of traffic that the rates set forth in Appendix B are reasonable and in lieu of specifically measured traffic and associated rates.
- 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 agree that SCTC shall not be hindered from abiding by the confidentiality provisions of the Pennsylvania Public Utility Commission regulations and as may be amended from time to time

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 Service Pending Dispute. 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.

3.12.1 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

3.12.2 The terms of this Agreement including, but not limited to, the compensation terms set forth in this Agreement and other mutual consideration, the sufficiency of which between the Parties is acknowledged, are directly related to and dependent on the specific scope of traffic, the relative magnitude of traffic, the geographic areas of operation of the Parties, and all of the other limiting conditions and particulars set forth in this Agreement.

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 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 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 and contracts with its Customers 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.

cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

- 3.20.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. 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 SCTC and Cellular.
- 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. 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, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
- 3.25 Subsequent 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.

- 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 SUBJECT TRAFFIC**

4.1 Methods of Interconnection.

- 4.1.1 The Parties agree to interconnect their respective networks within the incumbent LEC service area of SCTC and on SCTC's network through one or more T-1s as the Point(s) of Interconnection (POIs) as set forth in Appendix A. SCTC shall provide to Cellular T-1(s) over which Cellular may terminate traffic described in Section 1.1. Cellular shall provide to SCTC T-1(s) over which SCTC may terminate traffic described in Section 1.1. By mutual agreement, the Parties may interconnect on a bi-directional basis using two-way trunks between the Parties' networks.
- 4.1.2 Cellular agrees that any recognition by SCTC of rate centers and the delivery of traffic pursuant to Section 4.1.1 based on rate center Vertical and Horizontal ("V & H") coordinates associated with NPA-NXX network numbers that Cellular assigns to its mobile CMRS customers is only for the purposes of, and subject to all of the terms of, this Agreement. Except as specified in Section 4.2.4, the designation of rate center V&H coordinates by Cellular for NPA-NXX numbers assigned to Cellular's mobile CMRS customers does not affect or determine the services offered by SCTC or Cellular, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party for the services either Party provides. Any voluntary application with respect to service offerings or the delivery of traffic by either Party based on designation of rate center V&H coordinates for the NPA-NXX numbers assigned by Cellular to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.2 Service Arrangement.

- 4.2.1 Under the arrangement, an interconnection facility acts like an interoffice trunk.
- 4.2.2 For traffic terminating on the network of SCTC, the direct interconnection may be used by Cellular to deliver Subject Traffic to valid NPA-NXX numbers associated with SCTC end offices, as set forth in Section 1.1.1.1 of this Agreement.
- 4.2.3 Based on the specific SCTC end office of the originating end user, the direct interconnection may be used by SCTC to deliver Subject Traffic to Cellular end user customers that are located within the wireless service area of Cellular as set forth in Section 1.1.1.2 or outside its wireless service area, as set forth in Sections 1.1.1.3 and 1.1.1.4 of this Agreement.

4.2.4 On all intraMTA EAS Traffic, as identified in Section 1.1.1.2 and delivered by SCTC pursuant to Section 4.2.3, SCTC will rate such traffic to its end user as a local exchange call both originated and terminated by SCTC, and SCTC will treat all such traffic for customer dialing purposes as a local exchange call both originated and terminated by SCTC.

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

- (a) Cellular and SCTC shall provision separate facilities over which the Parties will originate and terminate traffic, as described in Sections 1.1.1, 1.1.3 and 1.1.4. These facilities will be referred to as the EAS Trunk Group.

4.4 Compensation.

Subject to the provisions of Section 4.5, Cellular shall pay SCTC for transport and termination of certain Subject Traffic, the rates and charges as set forth in Appendix B. These rates and charges 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 SCTC will not provide any compensation to Cellular for traffic associated with one-way CMRS, including paging services, provided by Cellular.

The specific compensation arrangements set forth in this Agreement for Transport and Termination of certain Subject Traffic are not applicable to intraMTA non-EAS Traffic or interMTA Traffic delivered by direct interconnection as set forth in Sections 1.1.1.3 and 1.1.1.4 or to intraMTA EAS Traffic delivered by any other means other than the T-1(s) provided for herein. Cellular will otherwise provide compensation to SCTC for all other such intraMTA non-EAS Traffic and interMTA Traffic originated and terminated on the network of SCTC according to reciprocal compensation or the terms and conditions of SCTC's applicable federal and state access tariffs, respectively.

The designation of traffic as either Subject Traffic or other traffic shall be based on whether the traffic is delivered over the separate T-1s provided for in Appendix A and satisfies the definition of "Subject Traffic" as set forth at Section 2.24.

4.4.1 Rates and Charges. The Parties' methods of compensation for Subject Traffic and rates and charges regarding compensation for certain Subject Traffic are set forth in Appendix B attached to this Agreement and made a part hereof.

4.4.2 Billing. SCTC shall render to Cellular a bill for charges on a current basis as set forth in Section 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.

- 4.4.3 Types of Traffic. The Parties shall terminate Subject Traffic originating on each other's networks pursuant to this Agreement.
- 4.4.4 Compensation for Exchange of Subject Traffic on the Intercompany Trunk Group. The Parties shall compensate each other for the exchange of Subject Traffic in accordance with this Agreement.
- 4.5 Compensation for Direct Network Interconnection Facilities. The Parties agree to the following compensation for interconnection facilities:
- (a) Cellular will locate a POI(s) at SCTC's South Canaan's central office and will provide and be responsible for all facility costs to transport Cellular's originating and terminating traffic, under this Agreement, on Cellular's network up to and including the T-1(s) provided for herein for handoff to SCTC, as set forth in Appendix A.
 - (b) SCTC will provide and be responsible for all facility costs to transport SCTC's originating and terminating traffic under this Agreement on SCTC's network up to the T-1s provided for herein for handoff to Cellular, as set forth in Appendix A.
 - (c) Each Party will be responsible for its own Direct Network Interconnection Facility costs to deliver traffic to the POI as specified in 4.5(a) and 4.5(b) above and the Parties agree there will be no other compensation due for these Direct Network Interconnection Facility costs except as provided in Appendix B.
- 4.6 Common Channel Signaling.
- 4.6.1 Service Description. The Parties will provide Common Channel Signaling to one another via Signaling System 7 ("SS7") 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.
- 4.6.2 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.

- 4.6.3 Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.
- 4.6.4 Connection Through STP. Cellular must interconnect, when applicable, with the SCTC STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 4.6.5 Third-Party Signaling Providers. Cellular may choose at its own expense a third-party SS7 signaling provider to transport messages to and from the SCTC SS7 network. In that event, the third-party provider must present an acceptable letter of agency to SCTC, prior to the testing of the Interconnection, authorizing the third party to act on behalf of Cellular in transporting SS7 messages to and from SCTC. The third-party provider must interconnect with the SCTC STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.

IN WITNESS WHEREOF, each Party has executed this Agreement as of the dates set forth below.

SOUTH CANAAN CELLULAR COMMUNICATIONS COMPANY, L.P.

By: _____

Name: _____

Title: _____

Date: _____

SOUTH CANAAN TELEPHONE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
POINT OF INTERCONNECTION BETWEEN SCTC AND CELLULAR

Connecting Facility Point of Interconnection (“POI”)

The Connecting Facility Point of Interconnection (“POI”) for the delivery of Subject Traffic between SCTC and Cellular will be the T-1 facilities specifically provisioned hereunder connecting with the SCTC Central Office located in South Canaan, Pennsylvania, with the Common Language Location Identifier (“CLLI”) of SCNNPAXS399.

**APPENDIX B
RATES AND CHARGES**

INTERCOMPANY TRUNK GROUP RATES

Transport and Termination of Subject Traffic

For Subject Traffic designated IntraMTA EAS Traffic, Cellular shall pay SCTC a monthly charge per provisioned trunk hereunder at a rate as shown in South Canaan Telephone Company's Telephone – PA P.U.C. No. 7 Local Exchange Tariff for the South Canaan exchange Trunk monthly rate. This rate is subject to change based on any filing approved by the Pennsylvania Public Utility Commission. The quantity of provisioned trunks shall be determined initially by SCTC based upon traffic usage and reviewed on a semi-annual basis and will provide for a minimum P.01 Grade of Service. Cellular will pay for a share of the provisional trunks as apportioned consistent with the Terminating Traffic Factor of SCTC originating 25% and Cellular originating 75%. For example, where SCTC determines that 7 trunks are necessary to be provisioned in order to provide for a minimum P.01 Grade of Service, Cellular will be apportioned the cost of 5 of the 7 trunks.

T-1 Facility Rates

In addition to the direct Intercompany Trunk Group Rates set forth above, Cellular shall pay SCTC a monthly charge for the T-1 facility(s) provided as interconnection at the applicable rates as shown in SCTC's intrastate access tariff – Pennsylvania Telephone Association PA P.U.C. Tariff No. 11.

For Subject Traffic designated IntraMTA non-EAS Traffic as set forth in Section 1.1.1.3, SCTC reserves the right to charge Cellular based on reciprocal compensation or other applicable rates, as appropriate.

For Subject Traffic designated InterMTA Traffic as set forth in Section 1.1.1.4, SCTC reserves the right to charge Cellular based on the terms and conditions of SCTC's applicable federal and state access tariffs or other applicable rates, as appropriate.