

AGREEMENT

By and Between

Venus Telephone Corporation

and

Dobson Cellular Systems, Inc.

THIS AGREEMENT ("Agreement"), is entered into by and between Venus Telephone Corporation ("Venus") and Dobson Cellular Systems, Inc. on behalf of itself and as market manager for its affiliates including American Cellular Corporation ("Dobson"), (each referred to as a "Party" and collectively as "Parties"). This Agreement will be deemed effective as of January 1, 2007 subject to approval by the State Commission (the "Effective Date").

WHEREAS, Dobson is a Commercial Mobile Radio Service provider licensed by the FCC; and,

WHEREAS, Venus is an incumbent Local Exchange Carrier operating in the Commonwealth of Pennsylvania; and,

WHEREAS, the Parties exchange Telecommunications Traffic between their networks and wish to establish Reciprocal Compensation and Indirect or Direct Interconnection arrangements regarding such traffic; and,

WHEREAS, the Parties agree that this Agreement will be filed with the State Commission and will be deemed approved unless the State Commission rules otherwise; and,

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Any term used in this Agreement that is not specifically defined herein will have the definitions assigned to it (if any) in the Telecommunications Act of 1996 ("Act"). Any term used in this Agreement that is not defined herein or in the Act will be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

1.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, including the Telecommunications Act of 1996, and as interpreted by the rules and regulations of the FCC.

1.2. "Commercial Mobile Radio Service" ("CMRS") is defined as a mobile service that is provided for profit (*i.e.*, with the intent of receiving compensation or monetary gain), is an interconnected service, and is available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public, or the functional equivalent of such a mobile service.

1.3. "Confidential Information" will have the meaning ascribed in Section 20.

1.4. "End Office Switch" or "End Office" means the Venus switch to which a telephone subscriber is connected that actually delivers dial tone to that subscriber, and also establishes line to line, line to trunk, and trunk to line connections.

1.5. "FCC" means the Federal Communications Commission.

1.6. "Interconnection" is direct or indirect connection through automatic or manual means (by wire, microwave, or other technologies such as store and forward) to permit the transmission or reception of messages or signals to or from points in the public switched network.

1.7 Intentionally left blank.

1.8. "Local Exchange Carrier" or "LEC" means any entity that is engaged in the provision of telephone exchange service or exchange access. Such term does not include an entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 332(c), except to the extent that the FCC finds that such service should be included in the definition of such term. 47 U.S.C. §153 (26).

1.9. "Major Trading Area" or "MTA" means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. 47 C.F.R. §24.202(a).

1.10. "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 between and 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, Tandem Switches, and other MSCs, as well as aggregation points, points of termination, or points of presence. It also coordinates inter-cell and inter-system call hand-offs, and records all system traffic for analysis and billing.

1.11. "Reciprocal Compensation" means a compensation arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Telecommunications Traffic that originates on the network facilities of the other carrier.

1.12. "State Commission" refers to the Pennsylvania State Public Service Commission.

1.13. "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence. The Tandem Switch or Tandem Office may be operated by a third-party.

1.14. "Termination" means the switching of Telecommunications Traffic at the terminating Party's End Office Switch, MSC, or equivalent facility, and delivery of such traffic to the called Party.

1.15 "Transport" for the exchange of indirect traffic means the transmission and any necessary tandem switching by a third party of Telecommunications Traffic from the Indirect Interconnection Point to the terminating carrier's End-Office switch or functionally equivalent facility that directly serves the called party. The Indirect Interconnection Point may be reached via transit services provided by another carrier. "Transport" for the exchange of direct traffic means the transmission from the technically feasible point on Venus's service area boundary established pursuant to Section 3.6 to the terminating carrier's network.

1.16. "Telecommunications Traffic" is traffic exchanged between the Parties that originates on one Party's network and terminates on the other Party's network within the same MTA in which Venus is located.

2. INTERPRETATION AND CONSTRUCTION

2.1. The terms and conditions of this Agreement are subject to any and all applicable laws, rules, regulations, or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation, or guideline, the Parties agree to negotiate in good faith to reach agreement and to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with any such law, rule, regulation, or guideline. The Parties agree to renegotiate the terms of this Agreement if the State Commission establishes rates for transport and termination that are different from those contained in this Agreement.

2.2. The headings of the sections of this Agreement are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

2.3. The Parties enter this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters including matters related to the rates to be charged for transport and termination of Telecommunications Traffic or the types of arrangements prescribed by this Agreement.

3. INDIRECT INTERCONNECTION

This Agreement sets forth the rights and obligations of each Party to establish Indirect Interconnection to enable the exchange of Telecommunications Traffic between the networks of both Parties and the Reciprocal Compensation rates to be charged for the exchange of such traffic.

3.1. Indirect Interconnection

The Parties currently do not wish to have a direct facilities connection with each other

for the exchange of traffic. Absent such a connection, traffic originating from one Party's network and terminating to the other Party's network will be routed via a third-party transiting tandem provider to the other Party and then terminated to that party's customers. Neither Party shall be responsible for the transit charges, if any, generated by calls originated on the other Party's networks or for the costs of the facilities linking the other Party's switch(es) to the third-party transit tandem.

3.2. Scope of Agreement

3.2.1. The scope of the traffic subject to this Agreement will be limited to that Telecommunications Traffic as defined in Section 1.16 that originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party within the same MTA including, but not limited to, Telecommunications Traffic that is delivered via a third-party tandem switch. For purposes of this Agreement: (a) Dobson shall deliver all mobile-originated Telecommunications Traffic to Venus over the facilities provided for herein and (b) Venus shall deliver all land-originated calls from its end-users to Dobson numbers that are rated locally per local tariffs.

3.2.2 Traffic associated with fixed wireless services, if any, of Dobson is specifically excluded from this Agreement. ISP and paging traffic is also excluded from this Agreement.

3.2.3 The parties agree that the ratio of traffic between the Parties is 70 (seventy) percent wireless to landline and 30 (thirty) percent landline to wireless. Either Party may request to revise the default percentages no more than once every six (6) months, based on the previous six (6) months average of actual usage. At the written request of either Party to revise the default percentages for reciprocal compensation, the default percentages will be adjusted based on the Parties' respective percentages of all intraMTA traffic exchanged by the Parties. Any adjustments to the default percentages that is agreed upon by the Parties or otherwise resolved pursuant to Section 19, will be effective the next billing cycle after the receipt of the written request. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section 19.

3.2.4 The Parties agree that the exchange of traffic on Venus's interexchange facilities will be considered Telecommunications Traffic and compensation for the Termination of such traffic will be paid pursuant to the terms of this Agreement.

3.2.5 To ensure proper implementation of this Agreement, the Party delivering traffic to the Indirect Interconnection Point will provide the Automatic Number Identification ("ANI") or Calling Party Number ("CPN") (or similar industry standard traffic elements) for all traffic (the "Traffic Identifiers") in order that the terminating Party can properly identify the telephone number associated with the End User placing the call. If ANI is not passed on at least fifty (50) percent of the traffic, measured on a monthly basis, then the terminating carrier will notify the originating carrier of the deficiency.

3.2.6 InterMTA Traffic

In no event will Dobson terminate inter-MTA calls to Venus's network, directly or indirectly, in such a fashion as to make the calls look like Telecommunications Traffic for compensation purposes, except for de minimis traffic addressed by the InterMTA factor. Dobson will terminate all other InterMTA traffic to Venus's network using only appropriate 'Switched Access' arrangements. As of the effective date of this Agreement, the Parties may be unable to measure the amount of InterMTA traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to use the percentage referenced in Attachment I as a fair estimate of the amount of InterMTA traffic exchanged between the Parties. This percentage will remain in effect until amended as provided herein. Notwithstanding the foregoing, if either Party provides to the other a valid InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Parties' network, the Parties will use such InterMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement, including any State Commission approval, if required. Such studies or reexaminations will be conducted no more frequently than once annually.

3.3. General Provisions

Each Party will construct, equip, maintain, and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. It is not intended that the enactment of this Agreement will alter the current routing of calls addressed herein. If a Party makes a change in its network that may materially affect the inter-operability of its network with the other Party, the Party making the change must provide at least ninety (90) days advance written notice of the nature of the changes and when the change will occur.

3.4. LERG Updates

It will be the responsibility of each Party to program and update its own switches and network systems according to the Local Exchange Routing Guide ("LERG"), the Number Portability Administration Center ("NPAC"), and industry guidelines to recognize and route traffic to the other Party's assigned numbers. Neither Party will impose any fees or charges whatsoever on the other Party for such activities. It is not intended that the enactment of this Agreement will alter the current routing of calls addressed herein. For purposes of appropriately applying LEC toll charges to its end user customers, Venus will utilize Rate Centers published in the LERG for Dobson NPA-NXX codes. Calls to Dobson's numbers will be rated no less favorably than calls by ILEC customers to other numbers with the same rate center designation.

3.5. SS7

SS7 Out of Band Signaling (CCS/SS7) will be the signaling of choice where technically feasible for both Parties.

3.6 Direct Interconnection

Where the Telecommunications Traffic exchanged between Venus and Dobson equals or exceeds an average of a T-1 per month for three consecutive months, Dobson and Venus will establish direct interconnection arrangements. Dobson may, at its option, initiate negotiations under Sections 251/252 of the Act for an interconnection agreement that provides for direct connections.

4. RATES AND CHARGES

4.1 General Provisions

The Parties agree to compensate one another at the Indirect Interconnection Termination Rate set forth in Attachment I, and at Venus's access tariff rates as applicable, for the services provided pursuant to this Agreement. The Parties agree the rates will become effective as of the Agreement's Effective Date.

4.2. Network Usage

The Parties agree to compensate each other for Telecommunications Traffic terminating on the network of one Party that originates on the other Party's network. As per the State Commission's position in its Comp II decision, Venus retains the right to convert the compensation mechanism from Reciprocal Compensation to bill and keep upon adequate notice to the Dobson. Under such an arrangement, the Parties would not bill each other for the termination of the traffic between their networks.

4.3. Compensation Rate Application

Venus will obtain usage records or a monthly traffic distribution report either from the tandem operator or Venus's own equipment summarizing all Telecommunications Traffic originated by Dobson and terminating to Venus ("Total Wireless Terminating Traffic"). This usage information will be used by Venus for billing Dobson for traffic terminating to Venus. Total Wireless Terminating Traffic excludes traffic originating on the Dobson's network and sent to the terminating Venus exchange using an Interexchange Carrier. The Parties agree to the following principles for billing terminating usage:

4.3.1. The Parties agree that Telecommunications Traffic is subject to the Indirect Interconnection Termination Rate as described in Section 4 and Attachment I. The Parties further agree that mobile-originated InterMTA traffic (i.e., non-Telecommunications Traffic) will be subject to Venus's tariffed intrastate or interstate access rates, as appropriate. InterMTA traffic will be calculated by applying the InterMTA Percentage shown in Attachment I and discussed in Section 3.2.6 to Total Wireless Terminating Traffic. Where detailed billing records are absent, the Parties agree that fifty (50) percent of InterMTA traffic will be assigned to each jurisdiction, intrastate and interstate, as appropriate. Telecommunications Traffic subject to the Indirect Interconnection Termination Rate will be calculated by subtracting InterMTA traffic from Total Wireless Terminating Traffic.

4.3.2 The Parties agree to use the InterMTA Percentage referenced in Attachment I as a fair estimate of the amount of InterMTA traffic exchanged between the Parties. The Parties explicitly recognize that the InterMTA Percentage provided in this Agreement is based on the specific network configurations of the two Parties. Notwithstanding the foregoing, if technically feasible, the Parties may measure the amount of InterMTA traffic that the Parties exchange and compensate each other based on the actual level of traffic, rather than the InterMTA Percentage.

4.3.3 Venus shall provide Dobson with a monthly "net bill" for services provided pursuant to the Agreement by using the factors provided for in Appendix 3.2.3. The net bill will be calculated based on the following formula: ((Dobson's Telecommunications Traffic) multiplied by the (termination rate)) minus (Dobson's Telecommunications Traffic divided by the appropriate mobile-land factor (e.g., 70 (seventy)) percent and then multiplied by the appropriate land-mobile factor (e.g., 30 (thirty) percent)) plus applicable charges for mobile-originated interMTA traffic.

4.4. Third Party Tandem Switching and Tandem Transport

It is Venus's position that pursuant to Pennsylvania law and otherwise, Dobson is responsible for all tandem switching and tandem transport charges beyond Venus's service boundary and it is Dobson's position that Dobson is only responsible for the tandem switching and tandem transport charges for traffic originated on Dobson's network. Notwithstanding, in an effort to reach an agreement, the Parties have reached the following compromise in the context of this agreement, which will in no way prejudice any position either Party may take on this matter with respect to future agreements or regulatory or legislative proceedings: Each Party should be responsible for (a) all transit charges, if any, generated by calls originated on their respective networks and (b) all costs of the facilities linking its own switch(es) to the third-party transiting tandem. The Parties agree to renegotiate this provision of the Agreement if there is further clarification by a regulatory agency with jurisdiction over the Parties or change of law governing obligations of the Parties with respect to traffic exchanged through a third party Tandem Switch.

5. BILLING AND PAYMENT OF CHARGES

5.1. Bill Exchange

5.1.1. Format

Venus and Dobson will prepare bills in a mutually agreeable format based on the usage or traffic records designated in Section 4.3 herein. The Parties agree that these records are an accurate representation of the traffic exchanged between the Parties. In the case of data loss or errors in the records provided, the Parties agree that Venus will bill based on estimated usage calculated as an average of the preceding three months' bills where actual billing data was available.

5.1.2. Timing

The Parties will render bills monthly. Non-recurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and Network Usage will be billed in arrears. All bills will be due when rendered and will be considered past due thirty (30) days after the bill date.

5.2. Billing Disputes

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 either Party under this Agreement is subject to a dispute between the Parties, the Party that disputes the amount will, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the other Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The disputing Party will pay when due all undisputed amounts to the other Party. If the Disputed Amount is resolved in favor of the Party that did not dispute the charges, the disputing Party will thereafter pay the Disputed Amount with appropriate late charges (See Section 6 of this Agreement), if applicable, upon final determination of such dispute, pursuant to Section 19 herein.

5.3. Taxes

The billing Party will charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent that the billed Party notifies the billing Party and provides appropriate documentation that it qualifies for a full or partial exemption.

5.4 De Minimis Traffic

Where the Telecommunications Traffic exchanged between the Parties is less than five thousand (5,000) minutes per month, the Parties may agree to bill each other on a quarterly, rather than monthly, basis. Any Party making such an election must notify the other Party at least thirty (30) days in advance of the first billing statement reflecting quarterly billing.

6. LATE PAYMENT CHARGES

If any undisputed amount due on a billing statement is not received on the payment due date, then the billing Party may charge, and the billed Party agrees to pay interest on the past due balance at a rate equal to one and one-half percent (1½%) per month or the maximum non-usurious rate of interest under applicable law. Late payment charges will be included on the next statement.

7. AUDITS

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement. Any audit will be performed as follows: (a) following at least thirty (30) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules.

8. IMPAIRMENT OF SERVICE

8.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party that are connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair the service provided over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in providing its services. Neither will the characteristics and methods of operation of the same circuits, facilities or equipment cause damage to the other Party's network, 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").

8.2. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") will 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.

9. TROUBLE REPORTING

9.1. 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 will 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.

9.1.1. 24 Hour Network Management Contact

For Venus:

(See Attachment II for Contact Information for Venus)

For Dobson:

(See Attachment II for Contact Information for Dobson)

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 will use its best efforts to expedite the clearance of trouble.

10. TERM AND TERMINATION

10.1. The initial term of this Agreement shall be two (2) years from the effective date and shall then automatically renew on a year-to-year basis. The Agreement may be terminated by either party at the end of the initial term (or any renewal term) by providing written notice of termination to the other Party at least sixty (60) days in advance of the expiration of the initial term or any renewal term thereof. In the event such notice of termination is provided, and either party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement.

10.2. Notwithstanding Section 10.1, this Agreement will be terminated in the event that:

10.2.1. the FCC revokes, cancels, does not renew or otherwise terminates Dobson's authorization to provide CMRS in the same MTA as that served by Venus, or the State Commission revokes, cancels, or otherwise terminates Venus's certification to provide local service;

10.2.2. either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under

any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.

10.3. Either Party will have the right to terminate this Agreement at any time upon written notice to the other Party in the event:

10.3.1. a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than ninety (90) days and the Party does not pay such sums within ten (10) business days of the other Party's written demand for payment;

10.3.2. a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.

11. LIABILITY UPON TERMINATION

Termination of this Agreement, or any part hereof, for any cause will 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.

12. 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" will include future amendments, modifications, and supplements.

13. ASSIGNMENT

13.1. 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, which consent will not be unreasonably withheld, will be void, except that 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, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment will be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. A Party making the assignment must notify the Commission and the other Party sixty (60) days in advance of the effective date of the assignment.

13.2. Nothing in this Agreement will prohibit Dobson from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the Dobson brand name and license. However, such arrangements do not change the existing MTA boundaries that determine whether calls between the Dobson and Venus are deemed "Telecommunications Traffic." IntraMTA traffic originating or terminating on such extended networks will be treated as

Telecommunications Traffic subject to the terms, conditions, and rates of this Agreement.

13.3. Either Party may enter into subcontracts with third parties or affiliates for the performance of any of its duties or obligations under this Agreement.

13.4. This Agreement does not provide any person not a Party, assignee, or successor to this Agreement and will not be construed to provide any such third party with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to this Agreement.

14. 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 like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, 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, will be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party will 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 will use diligent efforts to avoid or remove such causes of nonperformance and both Parties will proceed whenever such causes are removed or cease.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the domestic laws of Pennsylvania State, without regard to its conflict of laws principles, except insofar as the Act and the State Commission's and FCC's applicable rules and regulations control any aspect of this Agreement, in which case they as will govern.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

The persons implementing this Agreement on behalf of each Party will be solely that Party's employees or contractors and will be under the sole and exclusive direction and control of that Party. They will not be considered employees or agents of the other Party for any purpose. Each Party will remain an independent contractor with respect to the other and will 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 will also be responsible for its own expenses involved in all activities related to the subject of this Agreement and for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, worker's compensation, disability insurance, and federal and state withholding. Each Party will 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.

17. INDEMNIFICATION

17.1. Each Party to this Agreement will indemnify and hold harmless the other Party with respect to any third-party claims, lawsuits, damages, or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim arises for indemnification hereunder, the Party entitled to indemnification will promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification will promptly notify the other Party of the factual basis for disputing indemnification. Indemnification includes but is not limited to costs and attorney's fees.

17.2 The indemnifying Party will have sole authority to defend any such action, including selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event will the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

18. LIMITATION OF LIABILITY

18.1. No liability will attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or 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.

18.2. Except as otherwise provided in Section 19, no Party will be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

18.3. Except as provided in Section 19, no Party will be liable 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.

18.4. DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR

INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY. This provision will not serve to eliminate, or otherwise limit, any Pennsylvania State quality of service obligations imposed on either Party pursuant to applicable State Commission rules.

19. DISPUTE RESOLUTION

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the parties will make good faith efforts to resolve all disputes on an informal basis. Nonetheless, the Parties may bring any dispute regarding this Agreement or the services provided hereunder in any lawful forum, including before the State Commission, the Federal Communications Commission, and court of competent jurisdiction for resolution

19.1 Continuous Service

The Parties will continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties will continue to perform their payment obligations (including making payments in accordance with Section 4, 5, and 6) in accordance with this Agreement, except such obligation of continuous service will not extend past the termination date of the Agreement if terminated by a Party pursuant to Section 10.

20. CONFIDENTIAL INFORMATION

During the exercise and fulfillment of the Parties' obligations under this Agreement, it may become necessary for the Parties to disclose proprietary or confidential information to one another. Any information of one Party (a "Disclosing Party") that it furnished or made available or otherwise disclosed to the other Party, its employees, contractors, or agents (a "Receiving Party") regardless of form pursuant to this Agreement ("Confidential Information") will be deemed the property of the Disclosing Party. Confidential information, if written, will be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure except that the following information will be deemed Confidential Information, whether or not marked as such: oral or written negotiation, orders for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Unless Confidential 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, such information: (i) will be held in confidence by each Receiving Party; (ii) will 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 will be

used by those persons 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 such use in writing by the Parties.

20.1. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party will provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party will 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.

In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party will return to the other Party or destroy all Confidential Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and will 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.

21. NOTICES

Any notice to a Party required or permitted under this Agreement will be in writing and will be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Party's designated representatives identified below, notice may also be provided by facsimile, Internet, or electronic messaging system, which will be effective on the next business day following the date of transmission. The Party sending the facsimile, Internet or electronic messaging system notice will verbally notify the other Party about the communication immediately following the communication being sent. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice will be delivered using one of the alternatives mentioned in this section and will be directed to the applicable address indicated below or such address as the Party to be notified has designated:

If to Venus:	If to Dobson:
See Attachment II for Contact Information	Dobson Communications Corporation Timothy J. Duffy Sr. Vice President and CTO 14201 Wireless Way Oklahoma City, OK 73134
With copy to:	With copy to
See Attachment II	Leon M. Bloomfield Wilson & Bloomfield LLP 1901 Harrison St., Suite 1620 Oakland, CA 94612

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving prior written notice to the other Party.

22. SEVERABILITY

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement will remain in full force and effect and will not be affected unless removal of that provision results 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 will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

23. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

24. TAXES

Each Party will be responsible for any and all taxes and surcharges arising from its conduct under this Agreement and will, consistent with Section 17, indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges.

25. SURVIVAL

The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

26. PUBLICITY

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

27. ENTIRETY

This Agreement and the Exhibits and Attachments referenced herein constitute the entire agreement between the Parties, and supersede all proposals, oral or written, all previous negotiations and communications between the Parties with respect to the subject matter hereof. No representations, modifications, understandings, agreements or waivers of any provisions contained herein will be binding upon the Parties unless evidenced in writing signed by duly authorized representatives of both Parties.

This Agreement will become binding upon and inure to the benefit of both Parties, their successors, and permitted assigns upon signature by both Parties, whose signatures will represent and warrant that the individual signing has sufficient authority to bind the Party on whose behalf the individual signs. This Agreement can be executed in separate parts, which together will constitute a single, integrated Agreement.

28. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dobson Cellular System, Inc.

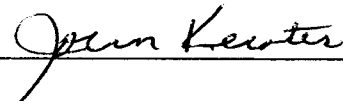
By: 

Name: Timothy J. Duffy

Title: Sr. Vice President and CTO

Date: 12-11-06

Venus Telephone Corporation

By: 

Name: John Keister

Title: V.P. Operations

Date: Oct 24, 2006

ATTACHMENT I

RECIPROCAL COMPENSATION RATES

	Per Terminating Conversation Minute
Indirect Interconnection Termination Rate	\$0.02
InterMTA Percentage:	1%

ATTACHMENT II

Contact Information for Venus

John Keister
Venus Telephone Corporation
1698 County Line Rd.
Venus, PA 16364

Contact Information for Dobson

Dobson Market Contact

Dobson Cellular Systems, Inc.
14201 Wireless Way
Oklahoma City, OK 72134
Tel.: 405-529-8500

Billing Contact information for Dobson:

Interconnection Billing
Dobson Cellular Systems, Inc.
14201 Wireless Way
Oklahoma City, OK 73134