

WIRELINE-TO-WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

THIS WIRELINE-TO-WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT ("Agreement"), effective August 1, 2006 ("Effective Date"), is by and between NPCR, Inc. ("WirelessCo") and Commonwealth Telephone Company ("CTCO"). WirelessCo and CTCO are each individually referred to as a "Party" and collectively referred to as the "Parties."

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

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

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

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

1.0 DEFINITIONS

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

1.1 "Act" - The Communications Act of 1934, as amended, *inter alia*, by the Telecommunications Act of 1996, and as interpreted by the FCC and the Commission.

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

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

1.4 "Commission" - Pennsylvania Public Utility Commission

1.5 "FCC" - The Federal Communications Commission.

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

1.7 "InterMTA Traffic" - traffic originated by a customer of one Party on that Party's network in one MTA and terminated to a customer of the other Party on that Party's network in another MTA. InterMTA traffic is switched access traffic.

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

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

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

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

1.12 "MTA" - Major Trading Area is defined in the Act.

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

1.14 "NXX" – The three-digit code which appears as the first three digits of a seven-digit telephone number within a valid NPA. Where numbers have been assigned in blocks of 1,000, "NXX" means that four-digit code which appears as the first four digits of a seven-digit telephone number within a valid NPA.

1.15 "POP" – Point of Interconnection means the physical point at which the Parties may interconnect their networks for the purpose of exchanging traffic as specified in the Agreement.

1.16 "Reciprocal Compensation Traffic" – Traffic which is eligible for reciprocal compensation between the Parties, and is limited to traffic between WirelessCo and CTCO, where at the beginning of the call, the cell tower serving the wireless end user is located in the same MTA as the central office serving the landline customer. Reciprocal Compensation Traffic does not include Internet Traffic.

1.17 "Switched Access Traffic" – Traffic which, pursuant to applicable law and regulation, is subject to rates, terms, and conditions defined in each Party's effective intrastate or interstate access tariffs or comparable contractual instruments, and is limited to calling traffic placed from a WirelessCo-Provided CMRS Service to a CTCO-provided Local Exchange Service, where at the beginning of the call, the CMRS service is not located in the same MTA as the rate center associated with the NPA-NXX of the Local Exchange Service.

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

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

2.0 INTERCONNECTION ARRANGEMENTS

The Parties may interconnect their networks in each LATA in which CTCo provides Local Exchange Service and WirelessCo provides CMRS service as set forth below.

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

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

2.1.2 Each Party shall exchange traffic with the other Party over such connection at a grade of service at least equal to the overall grade of service which that Party maintains for the exchange of comparable traffic with other parties over the same connection.

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

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

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

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

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

2.2 Direct Interconnection. The Parties may directly interconnect their networks pursuant to the Agreement in each LATA in which CTCo maintains a tandem switch. In each LATA where the wireless company has assigned an NXX code or number block to a CTCo

tandem switch direct interconnection should be established to the CTCO serving tandem for the purpose of exchanging transit traffic with WirelessCo.

2.3 Points of Interconnection (POIs). For each tandem switch to which WirelessCo is directly connected, the Parties shall mutually designate a single location to serve as the POI for connection. Each POI shall be located within CTCO's contiguous serving area in each LATA, and each POI shall be at a location suitable for the interconnection of high capacity transport facilities between the Parties' networks. The Parties shall list the POIs in Exhibit A. The Parties shall update Exhibit A as needed.

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

2.5 Ordering Trunk Groups. Orders for trunk groups between the Parties shall be pursuant to industry standard Access Service Request (ASR) process as defined by the Ordering and Billing Forum ("OBF"). It shall be CTCO's responsibility to submit ASRs to WirelessCo for the provision of WirelessCo Terminating Trunk Groups at the POI. It shall be WirelessCo's responsibility to submit ASRs to CTCO for the provision of CTCO Terminating Trunk Groups at the POI.

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

3.0 TRAFFIC EXCHANGE TRUNK GROUPS

3.1 One-Way Trunks. Where direct interconnection is established in accordance with Sections 2.2 and 2.4, Traffic Exchange Trunk Groups will be configured as one-way, DS1-level (24 voice-grade channels) inter-machine trunks shall be established as follows:

3.1.1 CTCO Originated Traffic. These trunk groups shall carry traffic from the CTCO switch to which the trunk group is connected, to the WirelessCo switch to which the trunk group is connected. The POI for such trunk groups shall be as set forth in Section 2.3. Where such trunk group is connected to a CTCO tandem switch, such traffic shall have originated from an NPA-NXX assigned to a CTCO end office switch subtending that tandem. Where such trunk group is connected to a CTCO end office switch, such traffic shall have originated from an NPA-NXX assigned to that end office switch. In all cases, such traffic shall terminate to an NPA-NXX assigned to the WirelessCo switch to which the trunk group is connected.

3.1.2 Third-Party Originated Transit Traffic. These trunk groups shall carry traffic from the CTCO tandem switch to which the trunk group is connected, to the WirelessCo switch to which the trunk group is connected. The POI for such trunk groups shall be as set forth in Section 2.3. Such traffic shall have originated from a third party's switch which is interconnected to the tandem for the purpose of traffic exchange. In all cases, such traffic shall terminate to an NPA-NXX assigned to the WirelessCo switch to which the trunk group is connected.

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

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

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

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

3.6 Dialing Parity. CTCO agrees to comply with dialing parity obligations in the Act. CTCO end users will be able to dial the same number of digits and pay the same charges to reach WirelessCo's end users as are needed to dial a wireline NPA NXX in the same rate center.

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

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

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

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

4.0 ACCESS TOLL CONNECTING TRUNK GROUPS

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5.0 COMPENSATION ARRANGEMENTS

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

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

5.4 Payment. Each Party agrees to pay to the other Party all undisputed billed amounts upon receipt and all amounts not paid within forty-five (45) days of the date of the invoice shall be past due. Any undisputed past due amount will accrue late charges at the lesser of: (a) 1.5% per month, or (b) the maximum rate allowed under applicable law. A Party has thirty (30) days after receipt of an invoice to dispute, in writing, any charges. The Parties shall cooperate in a good faith effort to resolve any disputed amounts. If unable to achieve a mutually acceptable resolution, the Parties shall resort to dispute resolution under Section 9.5 of the Agreement.

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

5.6 Taxes. The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting any and all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed. All such taxes, if any, shall be separately stated on the invoice. To the extent that a resale exemption applies, the Party who owes the tax obligation shall furnish the other Party with a valid resale tax exemption certificate.

6.0 CONFIDENTIALITY

The Parties to this Agreement recognize that they, or their authorized representatives, may come into possession of confidential and/or proprietary data, in tangible or intangible form, about each other's business as a result of this Agreement (collectively "Confidential Information"), including, but not limited to, Customer Proprietary Network Information (as such term is defined in the Act), network architecture, calling patterns, call volumes, and other sensitive network and customer information. Each Party agrees to treat all such Confidential Information as confidential and to use such Confidential Information solely for the purpose of performing its obligations hereunder. Each Party agrees not to disclose the Confidential

Information of the other Party using the same degree of care such Party uses for its own Confidential Information of similar importance (but in no event less than reasonable care). Each Party's obligations under this Section 6.0 shall survive expiration, cancellation or termination of this Agreement for a period of two (2) years. Confidential Information does not include information that (a) is or becomes in the public domain through no fault of the receiving Party, (b) is received by the receiving Party from a third party without any duty of confidentiality, or (c) is independently developed by the receiving Party without reference to the information disclosed by the disclosing Party.

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

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

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

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

7.0 TERM AND TERMINATION

7.1 Term. This Agreement shall become effective on the Effective Date and remain in full force and effect thereafter until either Party terminates this Agreement upon ninety (90) days prior written notice; provided, however, that neither Party may terminate this Agreement prior to twenty-four (24) months after the Effective Date hereof.

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

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

8.0 REGULATORY MATTERS

8.1 Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by the FCC, or the Commission, or any applicable court decisions binding on the Commission which have not been stayed, and federal and Pennsylvania state law. The Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for transport and termination of Local Traffic or the types of arrangements prescribed by this Agreement.

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

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

requiring negotiation under Section 8.1 of the Agreement. To the extent a law, rule or order expressly requires a change to a rate or factor then both the rate and factor will be renegotiated.

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

9.0 LIMITATION OF LIABILITY AND INDEMNITY

9.1 Limitation of Liability and Actions. Neither Party assumes, by entering into this Agreement, any liability for any act or omission of the other Party or third parties in the furnishing of its services to its customers. Except for damages resulting from gross negligence or willful misconduct, the liability of each Party hereunder for damages arising out of, in connection with, or resulting from (a) a breach of this Agreement, or (b) mistakes, omissions, interruptions, or errors or defects occurring in the course of delivering traffic hereunder, shall in no event exceed the lesser of (y) a Party's direct damages (if any), or (z) five hundred dollars (\$500) per occurrence.

9.2 Indemnification. Each Party to this Agreement shall indemnify and hold harmless the other Party with respect to any third party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim, and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys fees. The indemnifying party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

9.3 Force Majeure. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, strikes or labor disruptions, hurricanes, tornadoes, storms, fires, explosions, power disruptions or failures, earthquakes, floods, or government regulation, so long as they are not within the control of the non-performing Party. If a force majeure occurs, the non-performing Party shall promptly notify the other Party of its inability to perform. The other Party will also be excused from performance during the force majeure to the extent that its obligations are reciprocal to or dependent upon the performance of the non-performing Party that has been prevented by the force majeure event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause of the force majeure and shall immediately resume performance upon cessation of the force majeure event. Notwithstanding the provisions

of this section, in no event shall a force majeure event excuse either Party from an obligation to pay undisputed money as required by this Agreement.

9.4 No Warranties or Consequential Damages. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN SECTION 3.8 HEREOF, THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS-IS" AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, AND THE PARTIES HEREBY WAIVE ANY CLAIMS THEY MAY HAVE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR OCCURRING AS A RESULT OF A BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE WHETHER ACTIVE OR PASSIVE) AND REGARDLESS OF WHETHER THE PARTIES KNEW OF, OR SUSPECTED, THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

9.5 Dispute Resolution Process. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. Either Party may submit written notice of a dispute to the other Party containing a detailed description of the dispute or alleged non-performance. Each Party will appoint a representative to negotiate in good faith and resolve any such dispute. If the Parties are unable to resolve the dispute within forty-five (45) days from the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law or in equity, including but not limited to, instituting an appropriate proceeding before the Pennsylvania Public Utility Commission, the FCC, or a court of competent jurisdiction. The Parties shall continue providing service and fulfilling their obligations (including the making of payments) under this Agreement during the dispute resolution process.

10.0 MISCELLANEOUS

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

To CTCO

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

To WirelessCo:

NPCR, Inc.
MS: KSOPHA0310-3B-372
6330 Sprint Parkway
Overland Park, KS 66251
Attn: Manager, ICA Solutions
Facsimile:

With a Copy to:

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

With a Copy to:

NPCR, Inc.
PO Box 7966
Overland Park, KS 66207-0966
Attn: Legal/Telecom Mgmt Privacy Group
Facsimile:

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

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

10.3 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or Pennsylvania state court or federal court, as appropriate. No cause of action, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

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

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

10.6 Relationship of the Parties and Third Party Beneficiaries. This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, any agency, employment, partnership, joint venture or other relationship between the Parties, it being agreed and understood that the parties are and remain independent parties. The Parties shall not have the right or authority to assume, create or incur any liability or any obligation of any kind,

express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business. This Agreement is for the benefit of the Parties hereto and no third party.

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

10.8 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel. This Agreement shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

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

NPCR, Inc.

By: 

Name: Michael A. Rapp

Title: Vice President

Date: 12/20/06

Commonwealth Telephone Company

By: 

Name: Scott Burnside

Title: Sr Vice President Regulatory Affairs

Date: 1/31/07

Exhibit A

POINTS OF INTERCONNECTION

<u>LATA</u>	<u>WIRELESSCO SWITCH</u>	<u>CTCO SWITCH</u>	<u>POI</u>
232	Syracuse MSC	DLLSPAXD72T	The transport meetpoint(s) which CTCo maintains with any third party transport provider (including, but not necessarily limited to Verizon Telephone Company of Pennsylvania) along the territorial border of CTCo's exchange area. WirelessCo will arrange to purchase transport from its switch to such transport meet-point from such third party transport provider.
226	Syracuse MSC	LWBYPAXL72T	The transport meetpoint(s) which CTCo maintains with any third party transport provider (including, but not necessarily limited to Verizon Telephone Company of Pennsylvania) along the territorial border of CTCo's exchange area. WirelessCo will arrange to purchase transport from its switch to such transport meet-point from such third party transport provider.

Exhibit B

COMPENSATION FOR TRANSPORT AND TERMINATION

1. General Terms
 - a. The Parties shall compensate one another for transport and termination of traffic exchanged via direct interconnection as set forth in Sections 1(b), 1(c), 2, 3, and 4 of this Exhibit B. The Parties shall compensate one another for transport and termination of traffic exchanged via indirect interconnection, as set forth in Section 5 of this Exhibit B.
 - b. Percentages of Use. Pursuant to the Agreement, Traffic Exchange Trunk Groups may be employed to terminate Reciprocal Compensation Traffic, Transit Traffic, intrastate Switched Access Traffic and interstate Switched Access Traffic. Upon execution of this Agreement, the Parties shall mutually establish the following percentages, the sum of which shall equal 100%, which they shall use to determine appropriate charges for Traffic Exchange facilities and associated traffic under the Agreement.
 - i) Percentage of Mobile to Land non-Transit traffic that is Reciprocal Compensation Traffic: 98%
 - ii) Percentage of Mobile to Land non-Transit Traffic that is intrastate Switched Access Traffic: 1%
 - iii) Percentage of Mobile to Land non-Transit Traffic that is interstate Switched Access Traffic: 1%
 - iv) Percentage of Land to Mobile non-Transit Traffic that is Reciprocal Compensation Traffic: 100%

At the request of either Party, the Parties will review traffic data available to them and to modify the percentages in subsections i), ii), and iii) above. New percentages will be effective on a going-forward basis, and no party shall request modification of these traffic percentages more than twice in any twelve-month period, or prior to January 1, 2007. Any disagreement about the appropriate percentages to be adopted on a going-forward basis will be resolved in accordance with the Dispute Resolution Process in this Agreement.

- c) Prorating of Tariff Charges. All tariffed non-recurring and monthly recurring fixed charges applicable to any Transport Facility over which are configured multiple types of trunk groups shall be prorated so as to charge WirelessCo only for the number of active channels used for Reciprocal Compensation Traffic, Switched Access Traffic, or Transit Traffic delivered to CTCO.

2. Reciprocal Compensation Traffic

- a) Reciprocal Compensation Traffic handed-off at the designated POI(s) shall be compensated by the Parties at the following per minute rates

* Up to and including July 31, 2007: \$0.012

* Beginning August 1, 2007: \$0.011

- b) The following non-recurring trunk activation charges shall apply: \$200.

3. Transit Traffic

- a) For all Transit Traffic delivered by WirelessCo over a Traffic Exchange Trunk Group to a CTCO tandem switch, WirelessCo shall compensate CTCO at the following per minute rate: \$0.004

- b) At all times, WirelessCo shall be solely liable for any applicable and lawful termination charges billed by the third party LEC or CMRS provider to whom such traffic is ultimately terminated.

- c) WirelessCo shall impose no charges on CTCO for Transit Traffic delivered by CTCO to WirelessCo over a Traffic Exchange Trunk Group.

- d) CTCO shall not be liable for any termination charges in either direction for Transit Traffic.

- e) Transit Traffic charges shall also apply pursuant to Section 2.6 of the Agreement for misrouted traffic.

4. Switched Access Traffic

Each Party shall be compensated for transport and termination of Switched Access Traffic according to the rates, terms and conditions specified in the intrastate and interstate tariffs, PUC or FCC regulations or orders, or comparable contractual instruments, which are in force and effect and govern that Party's provision of switched access.

5. Traffic Exchanged Via Indirect Interconnection Traffic

Where the parties exchange traffic pursuant to indirect interconnection via a 3rd party ILEC tandem, the Parties shall compensate one another for transport and termination of Reciprocal Compensation Traffic and Switched Access Traffic at the rates specified in Paragraphs 2(a) and 4, respectively, of this Exhibit B, using the factors established pursuant to Paragraph 1(b) of this Exhibit B.