

**Landline/CMRS Transport and Termination Agreement**  
**Between**  
**North Pittsburgh Telephone Company**  
**And**  
**Dobson Cellular Systems Inc.**

This Landline/CMRS Transport and Termination Agreement (the "Agreement"), is made effective as of the date of approval by the Pennsylvania Public Utility Commission ("Commission") by and between North Pittsburgh Telephone Company (hereafter, "NPTC") with offices in Gibsonia, Pennsylvania, and Dobson Cellular Systems, Inc. (hereafter, "Dobson"), with its principle place of business at 14201 Wireless Way, Oklahoma City, Oklahoma, 73134. NPTC and Dobson are referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act") impose specific obligations on certain telecommunications providers with respect to the interconnection of their networks;

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, NPTC and Dobson hereby covenant and agree as follows:

**ARTICLE I**  
**SCOPE AND INTENT OF AGREEMENT**

Pursuant to this Agreement, the Parties will extend certain arrangements to one another for purposes of interconnection and the exchange of traffic between their respective end user customers. This Agreement will be submitted to the Pennsylvania Public Utility Commission (the "Commission"), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement. If the Commission or the Federal Communications Commission ("FCC") takes action to reject any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion, provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public

forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

## ARTICLE II DEFINITIONS

- 2.0 General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.
- 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 Mbps.
- 2.6 "DS3" is a digital signal rate of 44.736 Mbps.
- 2.7 "FCC" means Federal Communications Commission.
- 2.8 "Indirect Traffic" means that traffic which is originated by one Party and terminated to the other Party in which a third-party telecommunications carrier provides the intermediary transit service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 2.9 "Interconnection" means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Telecommunications Traffic.
- 2.10 "InterMTA Factor" is the Factor that is applied to both the total Mobile to Land Traffic, (excluding Transit Traffic), and the Land to Mobile Traffic (excluding Transit Traffic).



- 2.11 "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means telecommunications traffic between NPTC and Dobson (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.
- 2.12 "IntraMTA Traffic." For purposes of reciprocal compensation under this Agreement, IntraMTA Traffic means telecommunications traffic between NPTC and Dobson that, at the beginning of the call, originates and terminates in the same MTA.
- 2.13 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services and/or is authorized by the State Commission to provide long distance communications services.
- 2.14 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.15 "Local Exchange Carrier" or "LEC" means any company certified by the State Commission to provide local exchange telecommunications service.
- 2.16 "Local Exchange Routing Guide" or "LERG" means the Telecordia Technologies, Inc. reference customarily used to identify NPA-NXX routing and homing information.
- 2.17 "NANP" means the "North American Numbering Plan", which is the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 2.18 "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, which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.19 "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. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 2.20 "POI" means Point of Interconnection.



- 2.21 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Party for its provision of exchange services. The geographic point is identified by a specific V&H coordinate, that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 2.23 "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.
- 2.24 "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.
- 2.25 "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.
- 2.26 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 2.27 "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.
- 2.28 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 2.29 "Switched Access Service" means the offering of facilities for the purpose of origination or termination of traffic to or from exchange service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 2.30 "Telecommunications Traffic" for the purposes of determining compensation under this Agreement, means telecommunications traffic, which is originated and terminated between a NPTC end user customer and a Dobson end user customer that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA") as defined in §47 CFR 24.202(a). The origination point and the termination point on NPTC's network shall be the end office serving the calling or called party. The origination point and the termination point on Dobson's network shall be the originating or terminating cell site which services the calling or called party at the time of commencement of the call.
- 2.31 "Traffic Factors" describe the percentages of total traffic exchanged, (excluding Transit Traffic and InterMTA traffic) that travels in the mobile-to-land direction and in the land-to-mobile direction. The Mobile-to-Land Traffic Factor is the originating Mobile to Land



percentage of the total Mobile to Land and Land to Mobile traffic (excluding Transit Traffic and InterMTA traffic), that originates on Dobson's network in the Pittsburgh LATA and that is terminated to NPTC's network. The Land-to-Mobile Traffic Factor is the originating Land to Mobile percentage of total Mobile to Land and Land to Mobile traffic (excluding Transit Traffic and InterMTA traffic), that originates on NPTC's network and that is terminated to Dobson's network in the Pittsburgh LATA.

- 2.32 "Transit Service" means the transport and delivery by NPTC of traffic, that either originates on Dobson's network, transits through NPTC's network, and terminates to a third-party telecommunications carrier's network, or that originates on a third-party telecommunications carrier's network, transits through NPTC's network and terminates on Dobson's network.
- 2.33 "Transit Traffic" means traffic that originates on Dobson's network, transits through NPTC's network, and terminates to a third-party telecommunications carrier's network or that originates on a third party telecommunications carrier's network, transits through NPTC's network and terminates on Dobson's network.

### 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 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 referenced in the first paragraph of this Agreement 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.
- 3.2.2 Post-Termination Arrangements. If either Party has given notice of termination to the other Party as specified in 3.2.1 above and either Party has requested negotiation under Section 251 and 252 of the Act for an interconnection agreement to replace this Agreement, then the terms of this Agreement shall be continued until a new agreement has been executed by the Parties through either voluntary negotiations, mediation or arbitration pursuant to Section 252 of the Act.
- 3.2.3 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. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's failure to maintain a direct trunk interconnection facility as specified in Section 4.5.1; or
- (c) 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.

Upon the occurrence of default under sections 3.2.3(a) and (b), the non-defaulting Party has the right to terminate this Agreement in accordance with applicable law. Upon the occurrence of a default under Section 3.2.3(c), and a written dispute as to whether a default has occurred, the Parties shall proceed under Section 3.11.2. If informal resolution of the dispute under Section 3.11.2 does not cure the default or eliminate the dispute then the Parties may pursue any and all available remedies.

3.2.4 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. 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, except that such other Party may not unreasonably refuse consent to such an assignment, and provided further 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, an Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

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 Telecommunications Traffic and Transit Traffic are set forth in Appendix B. NPTC access charges for InterMTA, toll and access traffic are set forth in NPTC's applicable interstate and intrastate access tariffs. The Parties agree to bill monthly and that payment of all undisputed charges is due within thirty (30) calendar days of the date of the invoice. The Parties agree that the date of the invoice can be no earlier than the actual date that the invoice is placed in the mail. Billed amounts that are being disputed by the Billed Party, are not due for payment until such disputes have been resolved in accordance with the provisions of this Agreement governing dispute resolution.
- (a) Surrogate Billing Method. The parties will use a surrogate factor method to estimate Land-to-Mobile traffic. In the surrogate method, the Land-to-Mobile Traffic minutes shall be calculated from the Mobile-to-Land Traffic, which excludes Transit Traffic and InterMTA Traffic for the same period. The Land-to-Mobile minutes shall be equal to that percentage of total traffic, excluding Transit Traffic and InterMTA Traffic, exchanged between the Parties, and is identified using the Land-to-Mobile Traffic Factor referenced in Section 4.5.3(d). Using the surrogate method, the amount of Land-to-Mobile minutes shall be deemed equal to the product of (i) the Mobile to Land minutes excluding Transit Traffic minutes and InterMTA minutes (based on NPTC's bill to Dobson for the same period) divided by the Mobile-to-Land Traffic Factor, and multiplied by (ii) the Land-to-Mobile Traffic Factor. An example of the calculation of the Land to Mobile Traffic minutes and the compensation due Dobson from NPTC is set forth in Appendix C. Such reciprocal compensation amounts due Dobson will be netted by NPTC on its switched services invoice to Dobson against amounts billed by NPTC hereunder for terminating mobile to land traffic. Dobson agrees to pay the netted amount due NPTC.
- (b) Lost Data. In the event billing data is lost or destroyed, charges for the missing period will be calculated as an average of the previous three (3) months usage. If three months' data is not available, charges will be calculated using the average usage data of whatever lesser usage period of the applicable three months is available.
- 3.6.2 Late Payment Charges. If any undisputed amount due on an invoice is not received by Billing Party on the payment due date, Billing Party may assess, and the Disputing Party agrees to pay, a late payment charge equal to the overdue amount (including any unpaid previously billed late payment charges) multiplied by a late factor of .000292 and compounded daily for the number of days from the payment date to and including the date that the billed Party actually makes payment to the billing Party. Late payment charges shall be included on the next statement.
- 3.6.3 Dispute. If either Party ("Disputing Party") disputes 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. Upon final determination of the amount due (if any) the Billing Party may assess a late payment charge equal to the amount due and withheld during the course of the dispute (including any unpaid late payment charges) multiplied by a late factor of .000292 and compounded daily for the number of days from the original payment due date to and including the date that the billed Party actually makes payment to the billing Party.

- 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.
- 3.7 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. The Parties acknowledge that in the course of performance hereunder, each of them will obtain knowledge of the other's calling patterns and the traffic characteristics of the other Party's network ("Traffic Information"). Either Party may also disclose to the other Party proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Other Information"). Traffic Information will be considered Confidential Information hereunder. In order for Other 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 Other 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 Confidential Information from improper disclosure, each Party agrees:

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

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

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

3.9.5 PUC Regulation. Notwithstanding any provision of this Agreement, Parties shall at all times, abide at a minimum with the confidentiality provisions of the Pennsylvania Public Utility Commission regulations, as may be amended from time to time.

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 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, 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 dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

3.11.2 Informal Resolution of Disputes - At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. 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 purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below 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 discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

3.11.3 Formal Dispute Resolution - If negotiations fail to produce an agreeable resolution within sixty (60) days of either Party's initial request for informal dispute resolution hereunder, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

3.11.4 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) in accordance with this Agreement.



- 3.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 3.13 Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 3.14 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 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.
- 3.15 Governing Law. This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, the order of the FCC construing and implementing the Act (including, but not limited to, First Report and Order, CC Docket No. 96-98 and 95-185, released August 8, 1996), and to the extent not inconsistent therewith, the domestic laws of Pennsylvania and shall be subject to the exclusive jurisdiction of the courts therein, except as to conflicts of law.
- 3.16 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 3.17 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 any 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.

3.18 Liability and Indemnity.

3.18.1 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 Section 3.18.1 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 Section 3.18.1 (a) and (b) of this Agreement, each Party shall provide, in its tariffs 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).

### 3.18.2 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 3.18.2 (a) shall limit a Party's obligations under Section 3.18.1 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 3.18.2(b) shall limit a Party's obligations under Section 3.18.1 of this Agreement.
- (c) The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third-party-beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable Tariff(s) or contract(s).

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

3.20 No Offer. This Agreement will be effective only upon execution and delivery by both Parties.

3.21 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall 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. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to NPTC:	North Pittsburgh Telephone Company Attention: Vice President-Regulatory Affairs 4008 Gibsonia Road Gibsonia, PA 15044-9311
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If to Dobson:	Dobson Communications, Inc. 14201 Wireless Way Oklahoma City, OK 73134 Attention: Timothy J. Duffy
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With a copy to:

Dobson Communications, Inc.  
Attention: Ron Ripley  
[same address as above]

And to

Wilson & Bloomfield, LLC  
1901 Harrison Street – Suite 1620  
Oakland, CA 94111

### 3.22 Protection

- 3.22.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, 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").
- 3.22.2 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.
- 3.23 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 NPTC and Dobson.
- 3.24 Regulatory Agency Control. This Agreement shall at all times be subject to changes, rules and regulations of the FCC and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
- 3.25 Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
- 3.26 Selection of References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.



- 3.27 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.
- 3.28 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.
- 3.29 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.
- 3.30 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

#### ARTICLE IV TRANSPORT AND TERMINATION OF TRAFFIC

- 4.1 Services Covered by This Article. This Agreement only applies to the traffic delivered over the connecting network arrangement between the Parties and to Indirect Traffic exchanged between the Parties through an intermediary carrier.
- 4.1.1 Types of Services. This Article governs the provision of inter-network facilities (i.e., physical interconnection services and facilities), the transport and termination of Telecommunications Traffic between NPTC and Dobson, and Transit Services. The services and facilities described in this Article shall be referred to in this Article IV as the "Services".
- 4.1.2 Service Locations for Transport and Termination Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where Services shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A whenever new Services or new Services Locations are added to this Agreement.



- 4.1.3 Additional Service Locations. If, during the term of this Agreement, additional POIs become technically feasible and are mutually agreed to by the Parties, these locations may be added (by mutual agreement) to Appendix A. The new location shall be deemed part of the Services Locations.
- 4.2 Billing and Rates. Both Parties agree that billing for Telecommunications Traffic Services and Transit Services will be in accordance with the terms hereof. The Parties agree that billing for InterMTA and access traffic by NPTC will be based on NPTC's filed switched access tariffs.
- 4.2.1 Rates and Charges. The Parties rates and charges regarding local compensation for Telecommunications Traffic and Transit Services are set forth in Appendix B attached to this Agreement and made a part hereof. The NPTC rates and charges regarding interstate and intrastate access services are listed in the applicable FCC and Pennsylvania Public Utility Commission switched access tariffs.
- 4.2.2 Billing. The Parties shall bill each other for the services rendered under this Agreement pursuant to the terms set forth in Section 3.6 of Article III of this Agreement. Any applicable charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Telecommunications Traffic, shall be billed in arrears.
- 4.3 Transport and Termination of Traffic.
- 4.3.1 Types of Traffic. The Parties shall reciprocally terminate Telecommunications Traffic originating on each other's networks.
- 4.3.2 Audits. Either Party may conduct an audit of the other Party's books and records to the extent reasonably necessary to verify compliance with this Article IV. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began.
- 4.3.3 Compensation for Exchange of Traffic. The Parties shall compensate each other for the exchange of Telecommunications Traffic in accordance with this Agreement. An example of the calculation of compensation between the Parties is set forth in Appendix C attached to this Agreement and made a part hereof. NPTC will bill Dobson for Mobile-to-Land Telecommunications traffic based on the actual measured usage of Mobile-to-Land Telecommunications traffic delivered over the Interconnection Trunk multiplied by the Reciprocal Compensation rate set forth in Appendix B. Dobson will bill NPTC for Land-to-



Mobile Telecommunications traffic delivered over the Interconnection Trunk based on those minutes calculated using the Surrogate Billing Method calculation set forth in Section 3.6 multiplied by the Reciprocal Compensation rate set forth in Appendix B. An example of the calculation of the compensation due between the Parties is set forth in Appendix C. Traffic from either a third party carrier or a third party IXC that transits through the network facilities of NPTC to be terminated to Dobson is not subject to compensation under the terms of this Agreement. Such traffic from a third party IXC that transits the NPTC network and terminates to Dobson shall be billed to the third party IXC by NPTC and retained by NPTC pursuant to the applicable access tariffs of NPTC for services rendered to the IXC. NPTC will not charge the IXC for services not provided to the IXC. Such traffic from a third party carrier that transits the NPTC network and terminates to Dobson shall be billed to the third party carrier by NPTC and retained by NPTC pursuant to the terms and conditions of an applicable interconnection agreement between NPTC and the third party carrier. Dobson is not due any compensation from NPTC for any such third party carrier or third party IXC traffic that transits the NPTC network facilities and which is terminated to Dobson.

- 4.3.4 Tandem Switching Services. NPTC will provide tandem switching at NPTC access tandems for traffic between Dobson's Mobile Switching Centers ("MSCs") and end offices subtending the NPTC access tandem.

4.4 Transit Services and Indirect Traffic.

- 4.4.1 To the extent that NPTC has network arrangements with other parties during the term of this Agreement, NPTC will provide Transit Service to Dobson for delivery of Dobson end user originated traffic to: (1) CLECs, (2) IXCs, and (3) other CMRS carriers. Dobson acknowledges that NPTC does not have any responsibility to pay any third-party telecommunications carrier charges for termination of any Transit Traffic originated by Dobson and delivered to NPTC for termination to third parties.
- 4.4.2 Dobson will compensate NPTC for such Transit Traffic originated on Dobson's network and terminated to a third party using the Transit Services of NPTC in accordance with the Transit Rate in Appendix B. Dobson is responsible for paying any and all applicable third party terminating charges assessed by third parties for Dobson end user originated traffic delivered to NPTC for transit to any applicable third party.
- 4.4.3 Should Dobson list any of its exchanges as subtending the NPTC tandem, Dobson agrees that it will not bill NPTC, and NPTC is not obligated to pay Dobson, charges for transport and termination for any traffic that originates on the network of a third party that is delivered to Dobson for termination to Dobson's customer through the Transit Service provided by NPTC. NPTC will bill the originating third party carrier, for any Transit Service charges that may apply. NPTC will not charge the third party for services not provided to the third party.



Compensation for Indirect Traffic. The terminating Party may bill the originating Party for any Indirect Traffic that is delivered for termination through the transit service of a third party, at the Local Rate for Transport and Termination stated in Appendix B. The Parties mutually agree that the direct interconnection facilities between them will remain in place so long as this Agreement is effective.

- 4.4.4 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with any third party carrier for the provision of indirect transit service.
- 4.4.5 Each terminating Party is responsible for billing the originating carrier for traffic terminated on its respective network.
- 4.4.6 When a Party provides Transit Service to the other Party, the Party providing Transit Service shall provide, where possible and if requested by the terminating party, the terminating party with information sufficient to identify the originating Party of such transit traffic. The information sufficient to identify the originating Party may be provided through signaling, provision of call detail records, or summary report, as agreed to by the Parties. If a Party provides transit service to a third party through which the third party terminates traffic to the other Party, the Party providing the transit service to the third party, where possible, will provide the terminating Party with information sufficient to identify the originating party of such transit traffic. The information sufficient to identify the originating party of such transit traffic may be provided through signaling, provision of call detail records, or summary report, as agreed to by the Parties.
- 4.4.7 When a Party delivers Indirect Traffic to the other Party for termination, through the intermediary transit service of a third party, the originating Party shall provide the terminating Party information reasonably available to it to assist in billing the originating Party for terminating such traffic. Measurements provided by the third party providing transit service may be also used to determine the amount of Indirect Traffic between the Parties. Where such information is provided by the transiting party to the originating Party but not the terminating Party, the Parties shall share such information upon request.

#### 4.5 Direct Network Interconnection.

- 4.5.1 Network Interconnection Architecture. The Parties mutually agree to directly interconnect their respective networks, as specified in the following subsections. The Parties mutually agree that the direct interconnection facilities will remain in place so long as this Agreement is effective. The POIs shall be set forth in Appendix A attached to this Agreement and incorporated herein by this reference.

Subject to mutual agreement, the Parties may use the following types of network facility interconnection:



- (a) For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.
- (b) Transport for trunk connections shall be made at a DS-1 or a DS-3 level as mutually agreed by the Parties.

4.5.2 Compensation for Direct Network Interconnection Facilities. The Parties agree to the following compensation for inter-network facilities. The Parties agree that the POI will be at the NPTC Gibsonia tandem as set forth in Appendix A. Dobson is responsible for 100% of the costs of the special access facilities that are ordered and provisioned for the Transit Traffic Trunk Group between the Dobson mobile switching center and the POI at the NPTC Gibsonia Tandem. Dobson is responsible for 100% of the costs of the special access facilities that are ordered and provisioned for the Telecommunications Traffic Trunk Group between the Dobson mobile switching center up to the Verizon/NPTC boundary. These charges may be due to Verizon or another third party transport provider, as applicable. The monthly special access facility transport charges that are due NPTC and that are associated with the special access trunk facilities that are ordered and provisioned for the Telecommunications Traffic Trunk Group between the Verizon/NPTC boundary and the POI at the NPTC Gibsonia will be allocated 70% to Dobson and 30% to NPTC. NPTC will calculate its portion of these Telecommunications Traffic Trunk Group special access facility charges and provide a credit on the NPTC special access service facility invoice to Dobson each month for the applicable special access facilities. NPTC is responsible for 100% of the costs of carrying exchanged traffic between the POI and its tandem and/or end office(s).

- (a)
- (b)

4.5.3 Trunking Requirements.

- (a) NPTC shall make available to Dobson trunks over which Dobson may deliver Telecommunications Traffic originated from end users of Dobson-provided CMRS Services and addressed to customers of NPTC. Likewise, Dobson shall make available through lease or otherwise, to NPTC trunks over which NPTC may deliver Telecommunications Traffic originated from end users of NPTC provided landline services and addressed to customers of Dobson.
- (b) Dobson and NPTC shall, where technically feasible, make reciprocally available, by mutual agreement, the required trunk groups to handle all traffic types other than Telecommunications Traffic which are governed by the provisions of this Agreement. NPTC requires separate trunk groups from Dobson to terminate transit traffic from other ILECs, CLECs, other CMRS providers and IXCs that is routed to the NPTC Gibsonia tandem



for termination to Dobson customers. The Parties agree that they will install two (2) separate trunk groups. The first such trunk group will be an Telecommunications Traffic Trunk group on which the Parties will exchange Mobile-to-Land and Land-to-Mobile Telecommunications Traffic which is eligible for compensation at the Reciprocal Compensation rate set forth in Appendix B. The second trunk group will be a Transit Traffic Trunk group over which the Parties will exchange Transit Traffic, which is not destined for termination at NPTC. Dobson agrees that it will only route its originated Transit Traffic destined for third party carriers that subtend the NPTC tandem over the Transit Traffic Trunk Group. NPTC agrees that it will only route third party Transit Traffic originated from carriers that subtend its tandem or from IXCs that is destined for termination to Dobson over the Transit Traffic Trunk group.

- (c) Dobson shall only deliver traffic over the Transit Trunk group to NPTC's access tandem for those third party publicly dialable NXX Codes that subtend the NPTC tandem switching facility. In no event shall either Party route Transit Traffic over the Telecommunications Traffic trunks.
- (d) The Parties will mutually agree to and implement a Land-to-Mobile Traffic Factor and a Mobile-to-Land Traffic Factor pursuant to the Surrogate Billing method referenced in Section 3.6.1(a) as the method Dobson will use to bill NPTC for call termination services. (See Appendix B for the Traffic Factors. NPTC will utilize actual measured traffic to bill Dobson for call termination services. See Appendix C for an example of the calculation of compensation by the Parties.)
- (e) Trunk connections shall be made at a DS1 or multiple DS1 level, DS3, (SONET where technically available) and shall be jointly engineered to an objective P.01 grade of service.
- (f) Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available and deployed by each Party.

4.5.4 Calling Scopes. Where interconnection is made at an NPTC access tandem or local tandem, Telecommunications Traffic originated by Dobson customers and delivered to NPTC over the Telecommunications Trunk group will only be to NPTC end user customers served by end offices subtending that tandem.

4.6 Indirect Network Interconnection. The Parties agree that neither Party shall deliver (1) traffic destined to terminate at the other Party's end office via another ILEC's end office; or (2) traffic destined to terminate at an end office subtending the other Party's access tandem via another ILEC's access tandem except for any minimal overflow traffic of less than 200,000 minutes per month delivered over the third party tandem facility provided by Verizon Pennsylvania, Inc. In the event that Indirect Traffic is delivered by one Party, to the other Party through the transit services of another telecommunications carrier, the terminating Party is entitled to charge the originating Party for the transport and



termination of that Indirect Traffic pursuant to Section 4.4.4 above. Should overflow traffic delivered by a Party, through the Verizon Pennsylvania Inc. tandem, to the other Party exceed the 200,000 minutes per month threshold, the originating Party agrees that, upon notice by the terminating Party, it will issue the necessary orders to install additional trunks to bring the amount of overflow traffic back below the overflow threshold of 200,000 minutes per month.

#### 4.7 Number Resources.

4.7.1 Number Assignment. Nothing in this Agreement shall be construed, in any manner, to limit or otherwise adversely impact Dobson's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Dobson shall be made directly to the NANP Number Plan Administrator. NPTC shall not be responsible for the requesting or assignment of number resources to Dobson. Dobson shall not request number resources to be assigned to any NPTC switching entity.

#### 4.7.2

4.7.3 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Public Utility Commission and accepted industry guidelines.

#### 4.7.4

#### 4.8 Common Channel Signaling.

4.8.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") 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.

4.8.2 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.




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




IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

DOBSON CELLULAR SYSTEMS, INC.

By   
Name Timothy J. Dusky  
Title CEO, Sr. Vice President  
Date April 6, 2007

NORTH PITTSBURGH TELEPHONE COMPANY

By   
Name Kevin J. Albaugh  
Title Vice President-Regulatory Affairs  
Date April 23, 2007



**APPENDIX A**  
**SERVICE MATRIX BETWEEN NPTC & DOBSON**

Point of Interconnection (POI):                      NPTC Gibsonia Tandem

Service Matrix Description:

The Service Locations for Landline/CMRS Transport and Termination Services as described in Article IV of this Agreement are as follows:

For NPTC they include all NPTC NXXs within the Pittsburgh LATA and that subtend the NPTC Gibsonia tandem as of the Effective Date of this Agreement, as well as any new NPTC NXXs within the Pittsburgh LATA, that subtend the NPTC Gibsonia tandem that may be added during the term of this Agreement.

For Dobson they include all Dobson NXXs within the Pittsburgh MTA as of the Effective Date of this Agreement, as well as any new Dobson NXXs within the Pittsburgh MTA, that may be added during the term of this Agreement.



**APPENDIX B  
RATES AND CHARGES  
STATE OF PENNSYLVANIA**

**TRANSPORT AND TERMINATION RATES**

Telecommunications Traffic Reciprocal Compensation Rate per terminated MOU \$.019  
MOUs are calculated for completed calls from delivery of answer supervision by terminating carrier to disconnect signal from either carrier.

Transit Rate per MOU	\$ .002
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The transit Rate is charged by NPTC to Dobson for all Transit Traffic delivered by Dobson to NPTC for transit to a third-party carrier for termination. For purposes of this Agreement, the Parties agree that so long as a direct trunk interconnection facility is in place between Dobson and the affiliate of NPTC known as Penn Telecom, Inc. ("PTI"), any traffic delivered by Dobson over the direct trunk facility that it maintains with PTI for termination to PTI end users, does not transit the NPTC Gibsonia tandem and therefore is not subject to the NPTC Transit Rate referenced above.

**Initial Monthly Interconnection Facility Credit due Dobson**

Initial Monthly Credit Amount per DS-1	\$68.05
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Note: This monthly credit amount per DS-1 is subject to change per the terms set forth in Section 4.5.2

**InterMTA FACTOR**

Mobile to Land	0%
Land to Mobile	0%

**TRAFFIC FACTORS**

Land to Mobile	30%
Mobile to Land	70%

**APPENDIX C  
EXAMPLE BILLING CALCULATION**

Compensation between the Parties will be calculated as set forth in this Appendix C. The Parties shall bill each other for the services rendered under this Agreement pursuant to the terms set forth in Section 3.6 of Article III of this Agreement.

**COMPENSATION DUE NPTC FOR TRAFFIC ORIGINATING FROM DOBSON AND TERMINATING TO NPTC**

The measured Total Billable Mobile to Land Terminating Minutes (which exclude any Transit Traffic minutes delivered to a third party) will be multiplied by the InterMTA Factor to calculate the InterMTA Billable Mobile to Land Terminating minutes. These InterMTA Mobile to Land minutes are subtracted from the Total Billable Mobile to Land Terminating Minutes to calculate the Total Billable IntraMTA Mobile to Land Terminating Minutes.

InterMTA Billable Mobile to Land Terminating minutes will be billed at the rates and terms as specified by NPTC's applicable interstate and intrastate, switched access tariffs. Total Billable IntraMTA Mobile to Land minutes will be multiplied by the Reciprocal Compensation Rate specified in Appendix B, and Mobile to Land Transit Traffic minutes will be multiplied by the Transit Rate per MOU specified in Appendix B.

An example of the calculation described above is as follows:

Example Calculation of Compensation Due NPTC (All Factors and Rates are examples only. The actual Factors and Rates are those set forth in Appendix B.)

A.	Total Mobile to Land Terminating Minutes including transit minutes	
	Direct Telecommunications Trunks	193,000
	Direct Transit Trunks	135,000
	Plus Indirect trunks	<u>    000</u>
	Total Mobile to Land Minutes including transit minutes	328,000
B.	Total IntraMTA and InterMTA Mobile to Land Transit Minutes	135,000
C.	Total Billable Mobile to Land Terminating Minutes (Line A minus Line B)	193,000
D.	Mobile to Land InterMTA Factor (Example Factor Only – the actual factor is as set forth in Appendix B.)	0%
E.	InterMTA Billable Mobile to Land Terminating Minutes (Line C multiplied by Line D)	0



**APPENDIX C  
EXAMPLE BILLING CALCULATION**

F.	Percent Interstate Usage (PIU) Factor applied to InterMTA Mobile to Land Terminating Minutes	0%
G.	Percent Intrastate Usage Factor	0%
H.	Average Interstate Rate (Example Rate Only – the actual rates and terms are as set forth in the applicable NPTC switched access tariff.)	.02145
I.	Average Intrastate Rate (Example Rate Only – the actual rates and terms are as set forth in the applicable NPTC switched access tariff.)	.041
J.	Interstate Terminating Access due NPTC (Line E multiplied by Line F multiplied by Line H)	\$0
K.	Intrastate Terminating Access due NPTC (Line E multiplied by Line G multiplied by Line I)	\$0
L.	Total Billable IntraMTA Mobile to Land Minutes (Line C minus Line E)	193,000
M.	Reciprocal Compensation Rate (Example Rate Only – the actual rate is as set forth in Appendix B.)	\$0.019
N.	Total IntraMTA Reciprocal Compensation Amount Due for Mobile to Land Traffic (Line L multiplied by Line M)	\$3,667.00
O.	Transit Rate per MOU (Example Rate Only – the actual rate is as set forth in Appendix B.)	\$0.002

**APPENDIX C  
EXAMPLE BILLING CALCULATION**

P.	Total Transit Compensation (Line B multiplied by Line O)	\$270.00
Q.	Total Amount due NPTC (Lines J +K+N+P)	\$3,937

**COMPENSATION DUE DOBSON FOR TRAFFIC ORIGINATING FROM NPTC AND TERMINATING TO DOBSON**

Using the Surrogate Billing Method set forth in Section 3.6.1(a), estimated Billable Land to Mobile Terminating Minutes will be calculated based on the Total Billable IntraMTA Mobile to Land Terminating Minutes which exclude 1.) Transit Traffic minutes delivered to a third party and 2.) Billable InterMTA Mobile to Land Terminating Minutes.

Total Billable IntraMTA Mobile to Land Terminating Minutes (which exclude Transit Traffic minutes delivered to a third party and Billable InterMTA Mobile to Land Terminating Minutes) will be divided by the Mobile to Land Traffic Factor, of which the product of that calculation will then be multiplied by the Land to Mobile Traffic Factor as specified in Appendix B, in order to arrive at the Total IntraMTA Land to Mobile Terminating Minutes.

The Total IntraMTA Land to Mobile Terminating Minutes will then be multiplied by the Reciprocal Compensation Rate, as specified in Appendix B.

Example Calculation of Compensation Due Dobson (All Factors and Rates are examples only. The actual Factors and Rates are those set forth in Appendix B.)

A.	Total Billable IntraMTA Mobile to Land Minutes (Line L from Traffic Originating From Dobson and Terminating to NPTC)	193,000
B.	Mobile to Land Traffic Factor (Example Factor Only – the actual factor is as set forth in Appendix B.)	70%
C.	Land to Mobile Traffic Factor (Example Factor Only – the actual factor is as set forth in Appendix B.)	30%
D.	Total IntraMTA Land to Mobile Terminating Minutes (The product of Line A divided by Line B, multiplied by Line C)	82,714



E.	Reciprocal Compensation Rate (Example Rate Only – the actual rate is as set forth in Appendix B.)	\$0.019
F.	Total IntraMTA Reciprocal Compensation Amount Due for Land to Mobile Traffic (Line D multiplied by Line E)	\$1,571.57
G.	Interconnection Facility Credit Amount Due Dobson Per DS-1 per Month	\$68.05
H.	Number of DS-1s in Service for Current Month For Direct Interconnection Facilities (Example Number)	2
I.	Total Monthly Interconnection Facility Credit Amount due Dobson For Direct Interconnection Facilities (Line G multiplied by Line H)	\$136.10
J.	Total Amount due Dobson (Lines F + J)	\$1,707.67

NET AMOUNT DUE PTI (\$3,937.00 minus \$1,707.67)    \$2,229.33

### TRANSIT TRAFFIC

Transit Traffic in the Mobile to Land direction, consists of Dobson end user originating calls that are delivered to NPTC for transit through the NPTC tandem and terminate to a third-party telecommunications carrier's network that subtends the NPTC tandem.

Transit Traffic in the Land to Mobile direction, originates from a source other than an NPTC End User and, based upon Dobson's listings of its rate centers in the Local Exchange Routing Guide (LERG) or the Local Number Portability database, is routed through the public switched telephone network (PSTN) to the NPTC Gibsonia Tandem for termination to a Dobson end user.

So long as Dobson maintains a direct trunk interconnection facility with the NPTC affiliate PTI, traffic to and from customers of Dobson and PTI that is routed on the Dobson/PTI direct trunk facility is not considered Transit Traffic for purposes of the compensation provisions of this agreement., and is instead the subject of a separate agreement between Dobson and PTI.

Transit Traffic in the Mobile to Land direction is billed by NPTC to Dobson. Transit Traffic in the Land to Mobile direction is billed by NPTC to the third party that originated the traffic and delivered it to NPTC. Dobson is not due any compensation from NPTC for Transit Traffic in either direction.