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March 30, 2010

VIA HAND DELIVERY

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

In re: Joint Petition for Approval of a Commercial Mobile Radio Services Interconnection Agreement Between Venus Telephone Corporation and Sprint Nextel Under §252(e) of the Telecommunications Act of 1996
Docket No. A-2010

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Joint Petition between Venus Telephone Corporation and Sprint Nextel in the above referenced proceeding. Copies of the Joint Petition are being served in accordance with the attached Certificate of Service.

If you have any questions, please contact the undersigned.

Very truly yours,

THOMAS, LONG, NIESEN & KENNARD

By *Patricia Armstrong*
Patricia Armstrong

Enclosures

cc: Certificate of Service
John Keister (w/encl.)

SECRETARY'S BUREAU
PA PUC

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Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Petition for Approval of a :
Commercial Mobile Radio Services :
Interconnection Agreement Between : Application
Venus Telephone Corporation and : Docket No. A-2010-_____
Sprint Nextel Under §252(e) of the :
Telecommunications Act of 1996 :

JOINT PETITION

NOW COME, Venus Telephone Corporation ("Telephone Company") and Sprint Nextel ("Sprint") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Commercial Mobile Radio Services Interconnection Agreement ("Agreement") under the Telecommunications Act of 1996 ("TA-96") and the Commission's Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799. Telephone Company is authorized to represent that Sprint has reviewed this Petition and concurs with it. The Agreement provides for interconnection between the two companies, thereby facilitating Sprint's provision of commercial mobile radio service ("CMRS") to end user customers in Pennsylvania. Telephone Company and Sprint therefore respectfully request that the Commission approve the Agreement. In support of this request, Telephone Company states as follows:

1. Telephone Company is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.

2. Sprint is a telecommunications carrier authorized to provide CMRS service in Pennsylvania pursuant to authority granted by the Federal Communications Commission.

3. Telephone Company and Sprint have entered into this Agreement pursuant to §252(a) of TA-96.

4. The Agreement sets forth the terms, conditions and prices under which Telephone Company and Sprint will offer and provide network interconnection, and other services to each other. The Agreement is an integrated package that reflects a balancing of interests critical to the parties.

5. The Agreement satisfies the requirements for Commission approval pursuant to §252(e)(2)(A) of TA-96, which provide as follows:

“(2) GROUNDS FOR REJECTION.--The State commission may only reject--

“(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

“(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

“(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]”

6. First, consistent with §252(e)(2)(a)(i), the Agreement does not discriminate against any other telecommunications carrier. The Agreement permits Telephone Company and Sprint to interconnect their networks and provide reciprocal transport and termination, benefitting end user customers of both carriers.

7. Second, the Agreement is consistent with the public interest, convenience and necessity as required by §252(e)(2)(a)(ii). The Agreement will facilitate Sprint's provision of service to Sprint's end user customers and it will promote competition, thereby furthering the goals of TA-96.

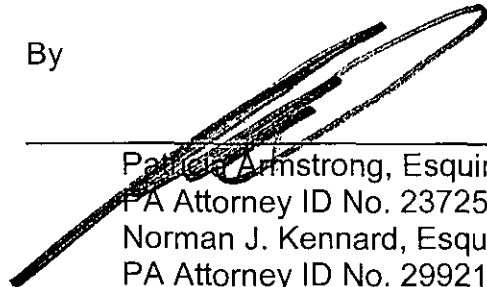
8. Under Section 252(e)(4) of the Act, the Commission has ninety (90) days to approve or reject the Agreement. The parties request that the Commission approve the Agreement without revision as quickly as possible, consistent with the public interest.

WHEREFORE, Venus Telephone Corporation and Sprint Nextel respectfully request that the Commission approve the attached Commercial Mobile Radio Services Interconnection Agreement pursuant to § 252(e) of the Telecommunications Act of 1996.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By



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Dated: March 30, 2010

INTERCONNECTION AGREEMENT

between

VENUS TELEPHONE COMPANY

and

SPRINT NEXTEL

For the Commonwealth of Pennsylvania

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is entered into by and between Venus Telephone Company (referred to as “Company”) with offices at 1698 County Line Rd., Venus, PA 16364 and Sprint Spectrum L.P., a Delaware limited partnership, Nextel West Corp., a Delaware Corporation, and NPCR Inc., d/b/a Nextel Partners, a Delaware corporation, with offices at 6200 Sprint Parkway, Overland Park, KS 66251, (collectively, “Sprint Nextel”) with offices at 6200 Sprint Parkway, Overland Park, Kansas 66251. Company and Sprint NEXTEL are referred to individually as a “Party” and collectively as the “Parties.”

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

WHEREAS, Sprint Nextel is authorized to provide Commercial Mobile Radio Service (“CMRS”) under the jurisdiction of the FCC; and

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

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

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Sprint Nextel hereby agree as follows:

1.0 DEFINITIONS

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

1.1 “Act” means the Communications Act of 1934, (47 U.S.C. 151 et. Seq.), as amended, including as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or any other regulatory body or court of competent jurisdiction.

1.2 “Affiliate” is As Defined in the Act.

1.3 “Applicable Law” means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party’s performance of its obligations under this Agreement.

1.4 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) End Office Switches which are used to, among other things, terminate telecommunications to End User subscribers; and

(b) Tandem Office Switches which are used to interconnect and switch trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.

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

1.5 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Section 20 of the Act.

1.6 "Commission" means the Pennsylvania Public Utility Commission.

1.7 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed to by the Parties, the CCIS protocol used by the Parties shall be Signaling System Seven (SS7).

1.8 "Customer" or "End User" means the residential or business subscriber that is the ultimate user of Telephone Exchange Services provided by either of the Parties.

1.9 "Dedicated Interconnection" means a form of interconnection between the Parties in which the Parties utilize dedicated trunks for the exchange of traffic that is within the scope of this Agreement. Dedicated Interconnection does not involve the use of a third-party tandem switch transit provider. Dedicated Interconnection may be provisioned directly using the Parties' own dedicated trunking facilities or indirectly using dedicated trunking facilities that one or both Parties may obtain from a third-party carrier.

1.10 "EAS Service Area" means a group of two (2) or more exchanges, as defined in Company's then current General Subscriber Service Tariff, among which a Company Customer may make landline-to-landline calls without incurring a toll charge. EAS Service does not include Optional EAS Service Areas.

1.11 "Effective Date" means the date the earlier of the date this Agreement is approved by the Pennsylvania Public Utility Commission or becomes effective in accordance with the Act.

1.12 "FCC" means the Federal Communications Commission.

1.13 "Femtocell Traffic" is, for all purposes under this Agreement, traffic to and from Sprint Nextel's End Users utilizing any form of Femtocell or similar applications. Femtocell

applications are service arrangements where a Sprint Nextel End User deploys a CMRS base station(s) that is provisioned to serve very small areas typically within residences or business offices (or similar structures) and/or similar applications. The Parties recognize that Femtocell and similar applications may involve transmission of Femtocell Traffic from the Femtocell base station to a Sprint Nextel switch or from the Femtocell base station to the telecommunications network of either Party and that such transmission may utilize Internet Protocol transmission, broadband connection service provided by a third party to the Sprint Nextel End User, and/or transmission over the Internet to connect the Femtocell base station to the telecommunications network of either Party.

1.14 "Interconnection" for purposes of this Agreement is the indirect and/or direct linking of the Company and Sprint Nextel networks for the mutual exchange of *Reciprocal Compensation Traffic described in this Agreement*.

1.15 "Indirect Transit Interconnection" means a form of indirect interconnection between the Parties in which a third-party LEC provides intermediary switching via the third-party's tandem switch. Indirect Transit Interconnection does not involve dedicated trunks between the Parties for the exchange of traffic that is within the scope of this Agreement.

1.16 "Indirect Transit Traffic" means Reciprocal Compensation Traffic that originates on either Party's network and terminates on the other Party's network via a third-party tandem switch arrangement. This traffic may also be referred to as "Transit Traffic."

1.17 "Interconnection Facilities" are those dedicated trunking facilities between the Company central office switch and the Sprint Nextel Mobile Switching Center (MSC) or point of presence within the incumbent service area of Company.

1.18 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS carrier, that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.19 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.20 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.21 "Local Exchange Service" is Telephone Exchange Service as Defined in the Act.

1.22 Intentionally left blank

1.23 "Major Trading Area" or "MTA" is as Defined in the Act.

1.24 "Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to *interconnect trunk circuits between and among End Office Switches and Tandem Switches*, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system call hand-offs, and records all system traffic for analysis and billing

1.25 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.

1.26 "NPA" means the three-digit code which precludes the NXX in a dialing sequence and identifies the general Numbering Plan Area within the North American Numbering Plan.

1.27 "NXX" means the three-digit code which appears as the first three digits of a seven-digit telephone number within a valid NPA.

1.28 "Point of Interconnection" ("POI") means the physical location(s) on the network of Company at which the Parties' networks meet for the purpose of establishing interconnection and exchanging traffic as required by applicable law and interconnection requirements.

1.29 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.30. "Reciprocal Compensation" is as Described in the Act.

1.31 "Reciprocal Compensation Traffic" is for all purposes under this Agreement as defined by the FCC in 47 C.F.R. § 51.701(b)(2). For purposes of determining the originating point of a call, the originating point for Company shall be the end office serving the calling End User, and for Sprint Nextel shall be the originating cell site location which services the calling End User at the beginning of the call. For purposes of determining the terminating point of a call, the terminating point for Company shall be the end office serving the called End User, and for Sprint Nextel shall be the terminating cell site location which services the called End User at the beginning of the call. Reciprocal Compensation Traffic does not include any ISP-bound traffic.

1.32 "Telecommunications" is As Defined in the Act.

1.33 "Telecommunications Act" means the Telecommunications Act of 1996.

1.34 "Telecommunications Carrier" is As Defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

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

3.0 SCOPE

3.1 This Agreement is intended, inter alia, to describe and enable specific traffic exchange and Reciprocal Compensation arrangements between the Parties. This Agreement relates to the exchange of traffic between Company and Sprint Nextel. For Company, traffic exchanged between the Parties is limited to calling services for which the Company has tariff authority to provide.”

3.2 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement does not apply to the provision of services or facilities by Company in those areas where Company is not the incumbent LEC. This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the CMRS network of Sprint Nextel and the incumbent LEC network of Company for purposes of exchanging Reciprocal Compensation Traffic, and to transport and terminate Reciprocal Compensation Traffic originating on each other’s network, provided that the service provided by Sprint Nextel to its customer is a two-way CMRS mobile service as defined in 47 U.S.C. § 153(27). This Agreement does not cover one-way paging service traffic or fixed wireless service provided by Sprint Nextel.

3.3 This Agreement also provides for Reciprocal Compensation between the Parties for the Transport and Termination of Reciprocal Compensation Traffic as set forth in this Agreement and the Act under 47 U.S.C. § 251(b)(5).

3.4 Any amendment, modification, or supplement to this Agreement must in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

This Section describes the network architecture for exchange of Reciprocal Compensation Traffic. Company shall provide Interconnection in this Agreement to Sprint Nextel at a standard at least equal in quality and performance to that which Company provides to itself or with other carriers. Either Party may request, and the other Party will provide, to the extent technically feasible, services and/or interconnection arrangements that are superior or higher in quality than the providing Party provides for itself, provided, however, that such services shall be considered special requests, and will be handled on a case-by-case basis.

4.1 Indirect Transit Interconnection. The Parties disagree regarding the interconnection requirements for the terms, if any, for utilization of an Indirect Transit Interconnection arrangement that involves a third-party transit/tandem provider. Nevertheless, for purposes of this Agreement, the Parties agree that Reciprocal Compensation Traffic may be exchanged on an indirect basis through a third-party tandem provider with which both Parties are connected subject to the conditions set forth in this Agreement, and this arrangement represents an Indirect Transit Interconnection. Neither Party is required to establish an Indirect Transit Interconnection arrangement via a third-party tandem provider if it does not exist. Neither Party is required to modify an Indirect Transit Interconnection arrangement it has with a third-party tandem provider, and neither Party is required to maintain an Indirect Transit Interconnection solely for the purpose of exchanging traffic pursuant to this Agreement.

4.1.1 Notwithstanding any other provision of this Agreement, the Indirect Transit Interconnection arrangement will be subject to renegotiation if there is a change of law or clarification by the Federal Communications Commission addressing the requirements for and the terms and conditions of such Indirect Transit Interconnection arrangements or for any other reason the third-party tandem provider no longer offers the transiting service or otherwise modifies the terms of the transit service

4.1.2 Where the total two-way Reciprocal Compensation Traffic between Sprint Nextel and Company exceeds 257,000 Minutes of Use per month, for three consecutive months, and following written notice by either Party to the other Party stating that this threshold volume of traffic has been reached, either Party may request that the Parties establish a Dedicated Interconnection as set forth below.

4.1.3 The Parties disagree about what terms and conditions, if any, should apply with respect to the establishment of a Dedicated Interconnection between the Parties and whether the Parties are required to establish a Dedicated Interconnection under any specific terms and conditions; however, based on the specific facts and arrangements set forth in this Agreement, the Parties will establish a Dedicated Interconnection as set forth in Section 4.2 within 120 days after written notice pursuant to Section 4.1.2.

4.1.4 Nothing in this Agreement prevents the Parties from continuing to use the Indirect Transit Interconnection arrangement pursuant to mutually agreeable continuing conditions after the threshold level of Minutes of Use has been reached pursuant to Section 4.1.2.

4.1.5 The Parties may also mutually agree to an amendment to establish a Dedicated Interconnection regardless of whether any threshold volume of traffic is reached.

4.1.6 Where the Parties establish Dedicated Interconnection pursuant to Section 4.2 of this Agreement, Indirect Transit Interconnection may continue to be utilized solely for routing of traffic in event of emergency, equipment failure or call blockage over the Dedicated Interconnection route or as otherwise agreed to by the parties. In the event that such emergency, equipment failure or call blockage occurs, the Parties commit to work cooperatively to remedy the problem immediately.

4.2 Dedicated Interconnection. For Dedicated Interconnection, the Parties shall connect trunks dedicated to the exchange of traffic between the Parties at a properly established POI on the existing incumbent network of Company. The Parties may connect their dedicated trunking facilities to the POI directly using their own facilities, by Sprint Nextel obtaining Interconnection Facilities from Company, or by Sprint Nextel using dedicated facilities of a third-party. The designation of the POI and the facilities to be used by the Parties for the Dedicated Interconnection shall be set forth in Appendix A.

4.2.1 Dedicated Interconnection provides a trunk side connection between Company's Tandem Office or End Office Switch and the POI within the Company's network.

4.2.2 To the extent that Company provides service to and from its individual end offices through multiple tandem switches, the Parties shall establish Dedicated Interconnection with each relevant Tandem Office.

4.2.3 The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic between their networks.

4.2.4 Interconnection Facilities provided by Company to Sprint Nextel shall be at the rates set forth in Appendix A. The Parties agree to share the cost of any Interconnection Facilities used for two-way traffic exchanged between the Parties. Accordingly, the recurring charges for such facilities, provided and billed by Company, shall be reduced by an agreed upon percentage representing the estimated traffic exchanged between the Parties over such facilities that originates on Company's network by Company's Customers. The Parties agree that the Traffic Factor shall remain in effect for the term of this Agreement.

4.3 Transmission and Routing of Traffic

4.3.1 Each Party shall be responsible for the delivery of Reciprocal Compensation Traffic from its network to the POI established between the Parties.

4.3.2 If Sprint Nextel chooses to use Company's services or facilities not otherwise covered under this Agreement, then appropriate tariff rates or other mutually agreed to terms will apply.

4.3.3 Each Party shall be responsible for its own 911/E911 service to its

Customers and its own independent connections to the 911/E911 network. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk group(s) established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

5.0 INTENTIONALLY LEFT BLANK

6.0 COMPENSATION AND BILLING

6.1 Traffic Subject to Compensation. Compensation applies to the Transport and Termination of one Party's Reciprocal Compensation Traffic by the other Party over the interconnection arrangement(s) as described in Section 4.0. The rates for Transport and Termination are listed in Appendix A to this Agreement. For purposes of this Agreement, calls shall be treated as Reciprocal Compensation Traffic consistent with Section 1.31 of this Agreement regardless of any Internet Protocol transmission, or use of the Internet for transmission, that may be utilized by either Party in their transmission and transport of calls.

6.1.1 The Parties may not agree on how Femtocell Traffic should be categorized or treated for intercarrier compensation purposes. Without waiving their positions or rights to argue in any forum for a specific categorization, specific compensation regime, or specific rate, and notwithstanding any other provision of this Agreement, the Parties agree for purposes of this Agreement application that Femtocell Traffic shall be included and treated as Reciprocal Compensation Traffic regardless of any Internet Protocol transmission that may be utilized for such Femtocell Traffic,

6.1.2 The Parties agree that, notwithstanding the Section 6 terms and conditions for billing set forth in this Agreement, if during the term of this Agreement, (a) Sprint Nextel traffic to Company that is subject to reciprocal compensation increases by more than 100% and such increase is attributable to any new customer served by Company for which terminating usage to that Customer is more than 20% of the total Sprint Nextel to Company Reciprocal Compensation traffic, or (b) Company traffic to Sprint Nextel that is subject to reciprocal compensation increases by more than 100% and such increase is attributable to any new Customer served by Sprint Nextel for which terminating usage to that Customer is more than 20% of the total Company to Sprint Nextel Reciprocal Compensation traffic, then the traffic factors shall be adjusted to reflect the recognition of the high use terminating traffic to such identified Customer. The Party experiencing the increased traffic as referenced above, may provide the other Party with documentation demonstrating that the appropriate condition above has been met and a written request to renegotiate the Reciprocal Compensation traffic factors or reciprocal compensation rate, or both. Once the modified traffic factor is negotiated or reciprocal compensation rate is negotiated and a new traffic factor is reached between the Parties in writing, the change in reciprocal compensation as a result of such agreement on a new factor and/or rate will be trued up retroactively to the date of the written request to renegotiate with documentation demonstrating that the appropriate condition above has been met

6.2 Direct Billing. The Parties shall pay each other for all charges in accordance with the rates set forth in Appendix A of this Agreement. Such payments are to be received within thirty (30) days from the post-mark or receipt date of the billing statement, whichever is later. With respect to this matter and any other subsequent dispute regarding billing, the Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

6.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within sixty (60) days from the date of the billing statement, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Specific details must be provided; disputing the entire billed amount without providing detailed reasons is not considered a bona fide dispute. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Pennsylvania's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than ninety (90) days past due, provided the Billing Party gives an additional thirty (30) days' notice and opportunity to cure the default.

6.2.2 Any undisputed amounts not paid when due within the forty-five (45)-day period shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law in the Commonwealth of Pennsylvania. Each Party shall pay the other Party the reasonable amount of the collecting Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees.

6.3 Calculation of Payments and Billing

6.3.1 Each Party will compensate the other Party for Reciprocal Compensation Traffic terminated on Party's network at the rates and pursuant to the percentages of traffic set forth in Sections 1.0 and 2.0 respectively, of Appendix A.

6.3.2 Company shall prepare a monthly billing statement to Sprint Nextel which separately reflects the calculation of compensation due Company by Sprint Nextel and the amount of compensation due Sprint Nextel by the Company. Actual terminating usage recorded by Company or by the applicable third-party tandem provider shall be used for billing Sprint Nextel for compensation owed Company. The amount of usage for compensation owed Sprint Nextel by Company shall be determined by the application of the percentage factors set forth in Section 2.0 of Appendix A and pursuant to the method set forth in Section 6.3.3, below. Sprint Nextel shall pay net amounts due to Company.

6.3.3 Net Billing. Company shall calculate and render a "net bill" to Sprint Nextel, by applying the Traffic Factors as specified below to the total MOUs of Traffic

originated by Sprint Nextel and terminated to Company, as measured by Company over the direct Interconnection facility, and indirect traffic summarized in Category 110101 records or other tandem records provided to Company by the tandem operator. Company shall calculate its "net bill" to Sprint Nextel using the following formula:

- (a) Sprint Nextel MOUs terminated by Company;
- (b) Divide "(a)" MOUs by the "Sprint Nextel originating traffic to Company" factor set forth in Appendix A, Section 2.0;
- (c) Multiply "(b)" MOUs result by the "Company originating traffic to Sprint Nextel" factor set forth in Appendix A, Section 2.0;
- (d) Net MOUs calculated by subtracting "(c)" MOUs result from "(a)" MOUs; and
- (e) Multiply "(d)" MOUs result by the Reciprocal Compensation Rate as specified in Appendix A, Section 1.

6.3.4 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000 for any consecutive 12-month period.

6.3.4.1 Prior to commencing the audit, the auditors shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than thirty (30) days after the Auditing Party has given notice of the audit to the Audited Party.

6.3.4.2 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills.

6.3.4.3 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records (to assess the accuracy of the Audited Party's bills) in the format in which such records are stored by the Audited Party

6.3.5 The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as Local Telecommunications Traffic subject to Reciprocal Compensation,

but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic. The Parties agree, for the purposes of this Agreement, to a factor of 0% as an estimate of InterMTA Traffic. Therefore, all usage-based compensation under this Agreement would be in the form of Reciprocal Compensation.

6.4. Rate Structure

The Parties agree that the call Transport and Termination rate as set forth in Appendix A will apply on a per-minute of use basis for the termination of Reciprocal Compensation Traffic covered by this Agreement. The Parties further agree to charge a single, combined, per-minute rate billed in full minute increments which encompass charges for Transport, Termination, and tandem switching. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is the measured minutes of use in full second increments, without rounding to minutes for each call, and is aggregated at the end of the measurement cycle and rounded to a whole minute.

6.5. Call Information

When each Party has fully implemented the technical ability and other necessary facilities, Company and Sprint Nextel shall pass ANI information on each call. Where technically feasible, the Party originating the traffic will identify the true calling party number for 99.5% of their calls. In no event shall either Party edit or replace the ANI information passed to the terminating Party in order to falsify or modify the identity of the original ANI information. The originating Party must accurately record and/or reflect the true ANI originating information. The replacement of the originating or terminating Customer identification information or ANI with different telephone numbers is expressly prohibited.

6.5.1. The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all Reciprocal Compensation Traffic exchanged between the Parties. The Party originating the traffic will populate the standard fields on the associated Initial Address Message ("IAM") and populate the Jurisdictional Information Parameter (JIP) field where technically feasible. Unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7"). SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, Jurisdictional Indicator Parameter ("JIP"), calling party category information, charge number, etc. All parameters related to network signaling information will also be provided, such as Sprint Nextel Carrier Identification Parameter ("CIP"), wherever such information is needed for call routing.

and billing. Each Party will honor all Privacy Indicators as required under applicable law. Sprint Nextel must interconnect, directly or indirectly, with the Company Signal Transfer Points ("STPs") serving the geographic area in which traffic will be exchanged pursuant to this Agreement; or Sprint Nextel may choose a third-party SS7 signaling provider to transport signaling messages to and from Company's SS7 network.

7. LOCAL NUMBER PORTABILITY (LNP)

7.1. The Parties shall provide LNP in accordance with rules and regulations as prescribed by the FCC from time to time. To the extent any LNP provision in this Agreement is inconsistent with or contrary to the FCC rules and regulations governing LNP such LNP provision is null and void.

7.2. Service Provider Number Portability ("SPNP") is the arrangement under which the Parties will provide LNP. SPNP allows an existing End User to obtain Telecommunications Service from a different Telecommunications Service provider and for the End User to retain its then existing telephone number within the same rate center area.

7.3 SPNP shall be deployed by Company pursuant to the FCC's rules following receipt of a Bona Fide Request ("BFR") from a requesting telecommunications carrier.

7.4 Sprint Nextel shall provide SPNP in all areas covered by this Agreement at the effective date of the Agreement.

7.5 Both Parties will conform to industry standard Local Service Request (LSR) format and guidelines in requesting and administering individual service/number ports under SPNP.

7.6 The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.

7.7 The Requesting Party will submit a Local Service Request (LSR) to the other Party to commence the process to effect an SPNP related service change. The Party to whom an LSR is submitted will bill, and the Requesting Party will pay, LSR processing charges as provided in Section 6.0 or APPENDIX A -- Interconnection Rates and Terms.

7.8 Telephone numbers will be ported only within Company's Rate Center Areas as approved by the Commission.

7.9 Telephone numbers in NPA-NXXs which have been validly exempted from porting shall not be ported or subject to SPNP.

7.10 SPNP is available only for telephone numbers assigned by Company to Company's currently served End Users and for telephone numbers assigned by Sprint Nextel to

Sprint Nextel's currently served End Users. SPNP applies only when an End User with an active account wishes to change Telecommunications Services provider while retaining the telephone number or numbers associated with the account.

7.11 When a telephone number ported under SPNP becomes available, *e.g.*, the telephone number is not classified as assigned, intermediate, administrative, aging or reserved, the ported telephone number will be released back to the Party owning the switch in which the telephone numbers NXX is native.

7.12 The Parties will determine which traffic, destined to telephone numbers that have been SPNP ported, to route to each other over the facilities established pursuant to this Agreement.

8.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the Party modifying the network.

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

8.2. 24 Hour Network Management Contact:

For Company:

NOC Contact Number: 814-354-6123

Facsimile Number: 814-354-6128

For Sprint Nextel:

Contact Number:

888-859-1400

E-mail:

NMC-NOCCManagers@sprint.com

NMC-NOCCSupervisors@sprint.com

8.3. Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the

essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

9.0 GENERAL RESPONSIBILITIES OF THE PARTIES

9.1. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons using their service or impairs the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

9.2 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

9.3 Each Party is responsible for administering NXX codes assigned to it.

9.4 Each Party is responsible for obtaining listings of Common Language Location Identification codes assigned to its switches for the Local Exchange Routing Guide (LERG).

9.5 Each Party shall use the LERG, published by Telcordia or its successor, for obtaining routing information and shall provide all required information in a timely manner to Telcordia or its successors for maintaining the LERG.

9.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

10.0 TERM AND TERMINATION

10.1. This Agreement shall be effective upon approval by the Commission and have an initial term of two years. This Agreement shall automatically renew for successive one (1) year periods.

10.2 Either Party may terminate this Agreement effective upon the expiration of the initial term or subsequent renewal terms by providing written notice to the other Party at least ninety (90) days prior to expiration date of the initial term or any succeeding renewal term.

10.3 In the event of such notice of termination pursuant to Section 10.2, and provided that either Party has, prior to termination of this Agreement, also given written notice of its

intent to negotiate a new interconnection agreement with the other Party, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption and shall be replaced either (a) by a new voluntary agreement executed by the Parties; (b) by a new agreement negotiated pursuant to the provisions of the Act; or c) by any agreement that may be available according to the provisions of Section 252(i) of the Act, but in no case will the terms and conditions existing at the time of termination continue for longer than 250 days after written notice of termination by either Party unless (1) a Party has invoked lawful arbitration with the Commission pursuant to the provisions of the Act, (2) the Parties have agreed to an extension of an ongoing negotiation/arbitration, or (3) the Parties have otherwise agreed to extend the existing terms and conditions.

10.4 If either Party provides notice of termination pursuant to Section 9.2 and by 11:59 PM Eastern Time on the termination date neither Party has requested negotiation of a new interconnection agreement, this Agreement will terminate upon the Initial Term or Renewal Term, as applicable.

10.5 Intentionally left blank

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

(a) Either Party's insolvency or initiation of voluntary or involuntary bankruptcy or receivership proceedings by or against the Party, or;

(b) Either Party's material breach of any of the terms or conditions hereof or a Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, including the failure to make any undisputed payment when due.

11.0 CANCELLATION CHARGES

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

12.0 INDEMNIFICATION

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

(a) damage to tangible personal property or for personal injury proximately

caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and

(b) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and

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

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

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

12.4 In the event that the claim, lawsuit or demand is covered by insurance obtained by the Indemnifying Party, the Indemnifying Party shall timely notify the insurance carrier and provide a copy of that notice, including name, address and telephone number of the insurance carrier, to the Indemnified Party.

12.5 In the event that the claim, lawsuit or demand is not covered by any insurance obtained by the Indemnifying Party and the Indemnifying Party does not otherwise properly or diligently pursue the defense of the tendered action, then the Indemnifying Party shall be deemed in violation of the terms and/or conditions of this Agreement.

12.6 In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

12.7 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

13.0 LIMITATION OF LIABILITY

13.1. No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of

information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

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

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

14.0 NO WARRANTIES OR CONSEQUENTIAL DAMAGES

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, 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 CLAIM 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.

15.0 GOVERNING LAW/CHANGE IN LAW

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

15.2 In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses any applicable law ("Change of Law"), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions required by such Change of Law relating to any of the provisions in this Agreement. To the extent any such action, regulation, order, etc. determines that some service, facility, or interconnection arrangement provided by Company to Sprint Nextel under this Agreement is not required under the Act or under controlling regulatory requirements, then the Company may request and the Parties shall negotiate in good faith an amendment to the Agreement to delete the provision of such discontinued service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available to Sprint Nextel under prevailing tariffs, then Sprint Nextel, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs.

16.0. NON-SEVERABILITY

16.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement, and except where expressly noted, are intended to be non-severable.

16.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

17.0. DISPUTE RESOLUTION

17.1 If any matter is subject to a dispute (including but not limited to Change in Law) between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.

17.2 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty Days after delivery of notice of the dispute to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. If negotiations do not resolve the dispute within 90 days, then either Party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy. The Parties shall continue to make payments of all undisputed amounts during any dispute.

18.0 CONTINUOUS SERVICE

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 6.0) in accordance with this Agreement, subject to section 6.2.1.

19.0 MISCELLANEOUS

19.1 Compliance

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

19.2 Independent Contractors

Neither this Agreement, nor any actions taken by Company or Sprint Nextel, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Sprint Nextel and Company, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Company or Sprint Nextel in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third-party liability between Company and Sprint Nextel End Users or others.

19.3 Force Majeure

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

19.4 Confidentiality

19.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party (a Receiving Party) or any of its employees, contractors, agents (its Representatives) pursuant to this Agreement, shall be deemed (Proprietary Information) and the property of the Disclosing Party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 19.4.2.

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

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

19.5 Jurisdiction

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this

Agreement shall be governed by the domestic laws of the Commonwealth of Pennsylvania without reference to conflict of law provisions.

19.6 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. The tax exemption will apply upon timely receipt of the tax exemption certificate.

19.7 Assignability

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

19.8 Non-Waiver

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

19.9 Notices.

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

| | |
|--|---|
| To: | To: |
| Venus Telephone Company Attn: John Keister 1698 County Line Rd. Venus, PA 16364 | Sprint Interconnection Attention: Mailstop: 6330 Sprint Parkway Overland Park, KS 66251 |
| With a copy to: Thomas Long Niesen and Kennard Attn: Patricia Armstrong, Esq. 212 Locust Street Suite 500 Harrisburg, PA 17101 | With a copy to: Sprint Legal Department 6450 Sprint Parkway Second Floor Overland Park, KS 66251 |

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

19.10 Publicity and Use of Trademarks or Service Marks

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

19.11 Joint Work Product

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

19.12 No Third-party Beneficiaries; Disclaimer of Agency

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

19.13 No License.

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

19.14 Technology Upgrades

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Except as otherwise provided herein, each party shall provide the other party written notice at least ninety (90) days prior to the incorporation of any such upgrade in that Party's network which will materially impact service. Each party shall be solely responsible for the cost and effort of accommodating such changes in its own network. Nothing in this provision is intended to alter Company's obligation to provide notice in accordance with 47 CFR 51.325 et seq to the extent applicable.

19.15 Network Expansion

Nothing in this Agreement shall prohibit Sprint Nextel from enlarging its CMRS network in any MTA which includes any part of Pennsylvania through management contracts with third-parties for the construction and operation of a CMRS system under the Sprint PCS or Nextel brand names and license. Company will only accept Reciprocal Compensation Traffic originating on such extended networks as long as such traffic includes NPA-NXXs listed in LERG for Sprint Nextel in any MTA which includes any part of Pennsylvania. Reciprocal Compensation Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "Sprint Nextel telecommunications traffic" when it originates on such extended network and terminates on Company's network, and as "Company telecommunications traffic" when it originates upon Company's network and terminates upon such extended network. Reciprocal Compensation Traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

19.16 Survival

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

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

19.17 Entire Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 3rd day of March, 2010.

VENUS TELEPHONE COMPANY

By: John W Keester

Title: V. P. OPERATIONS

Date: 3/25/10

SPRINT NEXTEL

By: [Signature]

Title: Vice President

Date: 3/3/10

APPENDIX A
INTERCONNECTION RATES AND TERMS
Page 1 of 2

1.0 TRANSPORT AND TERMINATION

Rates per terminated Minutes of Use (MOU)\$.0170

The Transport and Termination rate is reciprocal for the termination of Reciprocal Compensation Traffic delivered over the connecting network arrangements between the Parties. The single, combined per minute rate encompasses Transport, Termination, and any tandem switching.

2.0 TERMINATING TRAFFIC FACTORS

Company originating traffic to Sprint Nextel 30%

Sprint Nextel originating traffic to Company 70%

The Terminating Traffic Factors describe the level of Reciprocal Compensation Traffic usage originating from one Party and terminating to the other Party as a percentage of total 2-way Reciprocal Compensation Traffic exchanged between the Parties. As such, for the factors set forth above, this means that 70% of the total 2-way Reciprocal Compensation Traffic exchanged between Company and Sprint Nextel is originated from a Sprint Nextel End User and terminated to a Company End User, and 30 % of the total 2-way Reciprocal Compensation Traffic exchanged between Company and Sprint Nextel is originated from a Company End User and terminated to a Sprint Nextel End User.

3.0 PERCENT LOCAL USAGE

PLU: 100 %

The PLU describes the portion of Reciprocal Compensation Traffic exchanged between the Parties that both originated and terminated within the same MTA for purposes of this Agreement.

4.0 INTERCONNECTION POINTS

For purposes of this Agreement, the Interconnection Point for traffic exchanged with the Company exchanges will be at _____ (to be added for Dedicated Interconnection pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement).

5.0 RATE FOR INTERCONNECTION FACILITIES

The charges for Interconnection Facilities will be as provided for in Company's applicable intrastate special access tariffs. The percentage factor to be applied pursuant to the terms of Section 4.2.4 of the Agreement is 30% for the reduction of charges representing the estimated traffic sent over such facilities that is originated by Customers of Company.

6.0 LNP/LSR Pricing Schedule

LSR Service Order Processing Charges. The Parties shall reciprocally compensate each other for LSR order processing at the rates provided below. When a Party (the Requesting Party) receives an End User request to change service from the other Party, the Requesting Party will submit a LSR to the other Party to commence the process to effect the service change. Charges associated with the processing of a LSR order are:

Basic Initial LSR Order Processing Charge = \$25.00 per each initial request by the Requesting Party to the other Party per End User -- To be billed to and paid by the Requesting Party.

Basic Subsequent LSR Service Order Processing Charge = \$12.50 per each time the Requesting Party submits a revised LSR per End User -- To be billed to and paid by the Requesting Party.

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Petition for Approval of a :
Commercial Mobile Radio Services :
Interconnection Agreement Between : Application Docket No.
Venus Telephone Corporation and : A-2010 _____
Sprint Nextel Under §252(e) of the :
Telecommunications Act of 1996 :

CERTIFICATE OF SERVICE

I hereby certify that I have this 30th day of March, 2010, served a true and correct copy of the foregoing Joint Petition in the above referenced proceeding upon the persons listed below by first class mail, postage prepaid:

William R. Lloyd, Jr.
Office of Small Business Advocate
Suite 1102, Commerce Building
300 North Second Street
Harrisburg, PA 17101

Irwin A. Popowsky
Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

William Sanfilippo
Sprint Nextel
KSOPHA0310-3B422
6330 Sprint Parkway
Overland Park, KS 66210

Patricia Armstrong
Patricia Armstrong
SECRETARY
PA PUC
2010 MAR 30 PM 2:52
RECEIVED