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November 19, 2012

RECEIVED-DOCKETING DIV  
2012 NOV 19 PM 2:01  
PUCO

Barcy McNeal, Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, OH 43215-3793

Re: *In the Matter of the Application of Doylestown Telephone Company for Approval  
of a Negotiated Agreement with Allied Wireless Communications Corporation  
Pursuant to Section 252 of the Telecommunications Act  
PUCO Case No. 12-3019-TP-NAG*

Dear Ms. McNeal:

Enclosed are the original and four (4) copies of the Application of Doylestown Telephone Company for Approval of a Negotiated Agreement with Allied Wireless Communications Corporation Pursuant to Section 252 of the Telecommunications Act for filing in the above-referenced matter on behalf of Doylestown Telephone Company. Please time stamp the extra copies of the Application and return them to our courier.

Thank you for your assistance.

Very truly yours,

BAILEY CAVALIERI LLC

  
William A. Adams

WAA/sg

Enclosure

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business  
technician ms Date Processed 11/19/12

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Doylestown Telephone )  
Company for Approval of a Negotiated Agreement with )  
Allied Wireless Communications Corporation Pursuant to )  
Section 252 of the Telecommunications Act )

TRF Docket No. 90-\_\_\_\_\_

Case No. 12 - 3019 - **TP** - NAG

NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
BLANK.

Name of Registrant(s) Doylestown Telephone Company

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 81 North Portage Street, Doylestown, OH 44230-1349

Company Web Address \_\_\_\_\_

Regulatory Contact Person(s) William A. Adams

Phone 614.229.3278

Fax 614.221.0479

Regulatory Contact Person's Email Address william.adams@baileycavalieri.com

Contact Person for Annual Report Thomas J. Brockman

Phone 330.658.4488

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Thomas J. Brockman

Phone 330.658.4488

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
<b>Other*</b> (explain) _____			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

**Section IV. – Attestation**

**Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.

\_\_\_\_\_  
(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*(Signature and Title) \_\_\_\_\_ (Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, William A. Adams, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) \_\_\_\_\_

(Date) November 19, 2012

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793  
Or**

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Doylestown	)	
Telephone Company for Approval of a Negotiated	)	Case No. 12-3019-TP-NAG
Agreement with Allied Wireless Communications	)	
Corporation Pursuant to Section 252 of the	)	
Telecommunications Act	)	

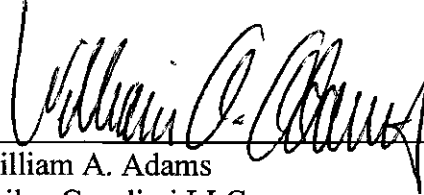
**APPLICATION FOR APPROVAL OF A NEGOTIATED AGREEMENT**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT**

Doylestown Telephone Company ("Doylestown") hereby files the attached Agreement between Doylestown and Allied Wireless Communications Corporation ("AWCC"). This Agreement was achieved through good-faith negotiations between the parties as contemplated by 47 U.S.C. § 252(a) and is filed for review and approval by the Commission pursuant to 47 U.S.C. § 252(e) and Ohio Adm. Code § 4901:1-7-07(A)(4).

The Agreement is filed pursuant to the procedures set forth in 47 U.S.C. § 252(e) and Ohio Adm. Code § 4901:1-7-07(D) which require the Commission to approve the Agreement unless it discriminates against a telecommunications carrier not party to the Agreement or implementation of the Agreement is not consistent with the public interest. The Agreement does not discriminate against other telecommunications carriers. The Agreement is in the public interest because it describes and enables specific traffic exchange and reciprocal compensation arrangements between the parties. In accordance with 47 U.S.C. § 252(e)(4) and Ohio Adm. Code §§ 4901:1-7-07(A)(4) and (D)(2), the Agreement is effective upon filing and will be deemed approved if the Commission does not act to approve or reject the Agreement within ninety (90) days from the date of this Application.

WHEREFORE, Doylestown requests that the Commission approve the Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William A. Adams", is written over a horizontal line.

William A. Adams  
Bailey Cavalieri LLC  
10 West Broad Street, Suite 2100  
Columbus, OH 43215-3422  
Telephone: 614.229.3278  
Facsimile: 614.221.0479  
[William.Adams@baileycavalieri.com](mailto:William.Adams@baileycavalieri.com)

*Attorneys for The Doylestown Telephone Company*

**AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC**  
**BETWEEN DOYLESTOWN TELEPHONE COMPANY**  
**AND ALLIED WIRELESS COMMUNICATIONS CORPORATION**

This Agreement ("Agreement") is made effective on this \_\_\_\_ day of November, 2012, ("Effective Date") between Doylestown Telephone Company ("ILEC"), an Ohio corporation located at 81 N. Portage Street, Doylestown, Ohio 44230 and Allied Wireless Communications Corporation ("AWCC"), a Delaware corporation located at 1001 Technology Drive, Little Rock, Arkansas 72223 (ILEC and AWCC each referred to as a "Party" and collectively as "Parties").

ILEC is certified by the Public Utilities Commission of Ohio ("PUCO") to operate as a local exchange carrier in Ohio. AWCC is authorized by the Federal Communications Commission to provide commercial mobile radio service to its end user customers in Ohio. ILEC and AWCC desire to interconnect on an indirect basis for the purpose of exchanging traffic between the Parties' customers ("Transport and Termination").

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**SECTION 1. SCOPE OF AGREEMENT**

This Agreement establishes the terms, rates, and conditions of the exchange of Local Traffic, as defined below, between ILEC's network in Ohio and AWCC's network.

Federal law shall define the designations "local" and "non-local." Local Traffic means, for the purpose of reciprocal compensation under this Agreement, telecommunications traffic between the Parties that, at the beginning of the call, originates and terminates within the same Major Trading Area as defined in 47 CFR 51.701(b)(2). Local Traffic may be delivered to either Party using the facilities of a LEC Tandem Provider in lieu of a direct connection between the Parties. Non-Local Traffic means all traffic that is not Local Traffic. Terms, rates, and conditions for the transport and termination of Non-Local Traffic are not within the scope of this Agreement.

Traffic originating and terminating within the same MTA retains its local nature regardless of the existence of any intermediary carrier.

**SECTION 2. TRAFFIC EXCHANGE**

The default Point of Interconnection ("POI") shall be at an appropriate AT&T Ohio, Verizon North Inc., United Telephone Company d/b/a CenturyLink, or other local exchange telephone company access tandem ("LEC Tandem Provider"). Each Party shall be responsible for the cost of providing the trunks from its network to the POI for the calls originated by that Party.



### **SECTION 3. BILLING AND PAYMENTS; LATE CHARGES**

For all Local Traffic transited over the network of the LEC Tandem Provider and terminated on the network of either ILEC or AWCC, the Party originating the Local Traffic shall pay the Party terminating such traffic at the rates provided in Appendix A ("Reciprocal Compensation"), which is incorporated by reference.

Billing for Local Traffic shall be based on the aggregated measured usage less any Non-Local Traffic. If there is insufficient representative and verifiable data on the actual Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 12% Non-Local Traffic factor to the originated minutes of use as an estimate of the Non-Local Traffic being exchanged. As of the date of this Agreement, the Parties will assume that 88% of the traffic exchanged will be classified as Local Traffic. The mobile to land Non-Local Traffic will be billed in accordance with ILEC's applicable intrastate access tariffs.

Each Party will issue a quarterly billing statement to the other Party only when Reciprocal Compensation is owed to the billing Party. The quarterly statement will indicate, at a minimum, total minutes billed, the rates used to calculate the charges, and the total amount due. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the date the invoice was received. The billed Party shall pay a late charge on the unpaid amounts that have been billed that are greater than forty-five (45) days old. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law.

Effective beginning with Local Traffic exchanged on March 10, 2013, the Parties shall implement a bill-and-keep arrangement, which means that neither Party shall charge the other Party for transport and termination of the other's Local Traffic. In the event of a judicial stay or court-ordered vacatur of the Federal Communications Commission's November 18, 2011 and/or December 23, 2011 orders regarding the bill-and-keep arrangements for Local Traffic, the preexisting rates, terms and conditions of the Agreement shall apply in lieu of bill-and-keep. In the case of a judicial stay, the Parties will apply the reciprocal compensation rates in the Agreement prospectively from the date the stay is issued. If/when such a judicial stay is subsequently lifted, the Parties will move to bill-and-keep, unless there is a court-ordered vacatur. In the event of a court-ordered vacatur, the Parties will apply reciprocal compensation rates prospectively from the date of the court order, unless the court-ordered vacatur expressly provides for a different effective date.

### **SECTION 4. USAGE REPORTS**

If applicable, either Party may obtain a monthly traffic distribution report from the LEC Tandem Provider summarizing traffic originated by one Party and terminating to the other Party ("Tandem Reports"). Either Party may use this information for invoicing the other Party for Transport and Termination.

In the alternative, either Party may create an invoice from its own billing system to measure and record Local Traffic originating from the other Party and produce a bill. The Tandem Reports or the alternative bills authorized by this paragraph shall collectively be referred to as "Traffic Distribution Reports."

If said Traffic Distribution Reports are used for billing purposes, the Parties agree to accept these reports as an accurate statement of Local Traffic exchanged between the Parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred eighty (180) days of receipt of the reports. Either Party may perform an audit of the other Party's network usage records or other records, including records of the LEC Tandem Provider, relevant to the subject matter of this Agreement. The Parties agree that audits shall be performed no more than one (1) time per calendar year unless the previous audit revealed material error. Each Party shall bear the expense of any audit it requests. Such an audit shall be conducted by the requesting Party or an independent auditor of the requesting Party and shall be conducted on the premises of the audited Party during normal business hours.

For any month in which a Traffic Distribution Report that had been historically available is not available within sixty (60) days, the Parties will determine the amount of originating and terminating Local Traffic by using an average of the three (3) previous months for which Traffic Distribution Reports were available. The historical average may be used by the Parties for invoicing each other for termination of such Local Traffic. If at a later date it is determined that the Parties may more precisely determine the minutes of use ("MOU"), a bill adjustment shall be made reflecting the actual MOU.

If Traffic Distribution Reports are not available to one or all Parties, the Parties agree to estimate for compensation purposes that 100% of the total Local Traffic between AWCC and ILEC is traffic terminated by ILEC. If at a later date it is determined that the Parties may more precisely determine the MOUs, the Parties agree to adjust the foregoing traffic ratio accordingly. The Parties agree to work toward a longer-term arrangement, when technically and economically feasible, whereby each Party is able to record and summarize call message details and thereby invoice the originating Party for actual terminating Local Traffic.

## **SECTION 5. DE MINIMIS TRAFFIC**

Notwithstanding Section 3 of this Agreement, if the Local Traffic terminated on either Party's network for a particular one (1) month period amounts to fewer than 3,000 MOU, no invoice shall be issued with respect to such terminated traffic, and such terminated traffic will be deemed exchanged on a bill and keep basis, in accordance with Appendix A.

## **SECTION 6. BILLING DISPUTES**

The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for

disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute.

## **SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability for, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

## **SECTION 8. INDEMNIFICATION**

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:

- 8.1 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
- 8.2 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.

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 9).

The Indemnified Party will notify the Indemnifying Party promptly and 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.

If the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

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.

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

Neither Party shall accept the terms of a settlement that involves or references the other Party in any manner without the other Party's approval.

## **SECTION 9. LIMITATION OF LIABILITY**

No liability shall attach to either Party, its parent, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

Except as otherwise provided in Section 12, no Party shall be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

Except as provided in Section 12, no Party shall be liable to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

## **SECTION 10. LIABILITY**

Neither Party nor any of its affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the Indemnifying Party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the Indemnified Party.

In any event, each Party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month during which the claim arose.

## **SECTION 11. DISPUTE RESOLUTION**

The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the PUCO or any other mutually agreeable forum for resolution. The Parties agree to seek expedited resolution by the PUCO, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute.

## **SECTION 12. CONFIDENTIAL INFORMATION**

To the extent permitted by applicable law, all information that is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and the Recipient shall protect it as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information as required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

## **SECTION 13. ASSIGNMENT**

This Agreement shall be binding and inure to the benefit of Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign this Agreement or any rights, and delegate its obligations, liabilities and duties thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale, or otherwise, or in connection with a financing transaction; provided, that the

assignee has and maintains in force the requisite licenses necessary to perform the obligations of the assignor under this Agreement.

#### **SECTION 14. TERM OF AGREEMENT**

This Agreement shall take effect as of the date first written above (the "Effective Date"), and shall terminate one (1) year after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date. In the event the Parties begin negotiations on a subsequent agreement, this Agreement shall continue in force and effect until such time as the successor agreement is in place, either as a result of negotiation or arbitration.

#### **SECTION 15. DEFAULT**

If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice terminate the Agreement or use the Dispute Resolution procedures defined in Section 11. The Party receiving written notice regarding the breach may correct the breach within the thirty-day (30) period, in which case the Agreement shall not terminate.

#### **SECTION 16. THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

#### **SECTION 17. GOVERNING LAW, FORUM AND VENUE**

This Agreement shall be interpreted under the laws of the State of Ohio. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Ohio.

#### **SECTION 18. ENTIRE AGREEMENT**

This Agreement and the Exhibits and Attachments referenced herein constitute the entire Agreement between the Parties, and supersede all proposals, oral or written, all previous negotiations and communications between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both Parties.

#### **SECTION 19. NOTICE**

All notices or other communications hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the

United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

ILEC:

Doylestown Telephone Company  
Tom Brockman, President  
81 N. Portage Street  
Doylestown, OH 44230  
Telephone (330) 658-2121  
Facsimile (330) 658-3344  
doytel@bright.net

With a copy to:

William A. Adams  
Bailey Cavalieri LLC  
10 West Broad Street  
Columbus, OH 43215  
Telephone (614) 229-3278  
Facsimile (614) 221-0479  
William.Adams@baileycavalieri.com

AWCC:

AWCC  
Attn: Cindy Steele  
1001 Technology Drive  
Little Rock, AR 72223  
Telephone: (501) 448-1376  
CindySteele@alltel.com

With a copy to:

AWCC  
Attn: Jeff Humiston  
1001 Technology Drive  
Little Rock, AR 72223  
Telephone: (501) 448-1212  
JeffreyHumiston@alltel.com

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

The Parties shall ensure bills and payments reference the specific company name(s) for which traffic is being billed or paid.

## **SECTION 20. 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.

## **SECTION 21. SEVERABILITY**

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of the Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

## **SECTION 22. MISCELLANEOUS**

The Parties agree that this Agreement will be filed with the PUCO. In the event the PUCO rejects this Agreement in whole or in part, the Parties agree to negotiate in good faith to arrive at a mutually acceptable change, modification, or cancellation if required by a final order of the PUCO or a court in the exercise of its lawful jurisdiction.

ILEC takes the position that this Agreement is not an interconnection agreement under 47 USC 251(c). ILEC asserts that it is entitled to a rural exemption as provided by 47 USC 251(f) and ILEC does not waive such exemption.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

### **Doylestown Telephone Company**

Thomas J. Brockman 11/12/12  
Signature Date

Thomas J. Brockman, President  
Name and Title

### **Allied Wireless Communications Corporation**

Brian Foster 11/7/2012  
Signature Date

Brian Foster  
Name

DIRECTOR, Switch + Telco Engineering  
Title



## **APPENDIX A**

### **AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC BETWEEN DOYLESTOWN TELEPHONE COMPANY AND ALLTEL**

#### **PRICING SCHEDULE**

The Parties agree to the Transport and Termination of Local Traffic, as defined in Section 1 of this Agreement, on a reciprocal and symmetrical basis at the following rates based on minutes of usage per month:

<u>Traffic Volume</u>	<u>Rate</u>
Pursuant to Section 5 of the Agreement: Fewer than 3,000 minutes of use per month	Bill and Keep
More than 3,000 MOU/month	\$0.0200/MOU