

TRAFFIC EXCHANGE AND COMPENSATION AGREEMENT

BETWEEN

Kalida Telephone Company, Inc.

AND

Verizon Wireless

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I. Article I

1. INTRODUCTION

This Traffic Exchange and Compensation Agreement ("Agreement") is effective upon filing with the Commission (the "Effective Date"), by and between Kalida Telephone Company, Inc. ("Kalida") with offices at 121 E. Main Street, Kalida, Ohio 45853, and the Verizon Wireless entities list on the signature page of this Agreement (collectively "Verizon Wireless") each having an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920.

2. RECITALS

WHEREAS, Kalida is an incumbent Local Exchange Carrier in the State of Ohio; and

WHEREAS, Verizon Wireless is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of Ohio as such two-way mobile service is defined in 47 U.S.C. § 153(27); and

WHEREAS, the Parties acknowledge that Kalida is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, Kalida is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from § 251(c) under 47 U.S.C. 251 (f) of the Act;

WHEREAS, Kalida and Verizon Wireless exchange traffic between their networks and wish to establish traffic exchange and compensation arrangements for exchanging traffic as specified below; and

WHEREAS, Kalida and Verizon Wireless seek to establish an interconnection arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic.

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, Kalida and Verizon Wireless hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract

interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "As Defined in the Act" means as specifically defined by the Act, as may be interpreted by the FCC, the Commission, Ohio state courts, or federal courts.
- 1.3 "As Described in the Act" means as described in or required by the Act, as may be interpreted by the FCC, the Commission, Ohio state courts, or federal courts.
- 1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.5 "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.
- 1.6 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - (a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - (b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a relevant host office. Local switching capabilities may be resident (intra-nodal switching, if so equipped) in a Remote End Office Switch.
 - (c) "Host Office Switch" is a switch with centralized control over the functions of one or more subtending Remote End Office Switches. A Host Office Switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
 - (d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch traffic from one end office to another within the same geographic area, and access tandems switch traffic from End Offices to and from an Interexchange Carrier. For purposes of this Agreement, a mobile switching office is the equivalent of a Tandem Office Switch.

Traffic Exchange Agreement between KALIDA and VERIZON WIRELESS

- 1.7 "Commercial Mobile Radio Services" or "CMRS" means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public 47 CFR § 20.
- 1.8 "Commission" means the Public Utilities Commission of Ohio.
- 1.9 "Extended Area Service" or "EAS" is as defined and specified in Kalida's then current General Subscriber Services Tariff.
- 1.10 "Effective Date" means the date that the Agreement was filed with the Commission.
- 1.11 "FCC" means the Federal Communications Commission.
- 1.12 "Interconnection" for purposes of this Agreement is the linking of Kalida and Verizon Wireless networks for the exchange of telecommunications traffic described in this Agreement. This term does not include the Transport and Termination of Recip Comp Traffic.
- 1.13 "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.
- 1.14 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.15 "IntraLATA Toll Traffic" means those station calls that originate and terminate within the same local access and transport area and that are carried outside Kalida's Local Service Area.
- 1.16 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:
- (a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or
 - (b) Established or modified by a Bell operating company after February 8, 1996, and approved by the FCC.

- 1.17 "Local Service Area" means, for Verizon Wireless, Major Trading Area Number 5 (Detroit) and for Kalida, its local calling area contained in Kalida's then current General Subscriber Services Tariff.
- 1.18 "Reciprocal Compensation Traffic" or "Recip Comp Traffic" is defined as traffic that is originated by a customer or a roamer of one Party on that Party's network, and terminates to a customer or a roamer of the other Party on the other Party's network within the same Major Trading Area (MTA). Recip Comp Traffic may be handled pursuant to an agreement between the originating Party and a third-party carrier, which performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by Verizon Wireless is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for Kalida shall be the end office serving the calling or called party, and for Verizon Wireless shall be the cell site location which services the calling or called party at the beginning of the call.
- 1.19 "Local Exchange Carrier" or "LEC" means any person or business that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person or business insofar as such person or business is engaged in the provision of a commercial mobile service under § 332(c) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. § 153(26).
- 1.20 "Major Trading Area" or "MTA" means the Major Trading Area designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. § 24.202(a) or other applicable law.
- 1.21 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. § 153(28)
- 1.22 "Non-Local Traffic" means all traffic that is not Recip Comp Traffic as defined in § 1.18, herein.
- 1.23 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (*i.e.*, NPA/NXX-XXXX).
- 1.24 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.25 "Party" means either Kalida or Verizon Wireless, and "Parties" means Kalida and Verizon Wireless.

- 1.26 "Point of Interconnection" or "POI" means that technically feasible point of demarcation where the exchange of traffic between two carriers takes place.
- 1.27 "Rate Center" means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of exchange services.
- 1.28 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the transport and termination on each carrier's network of Recip Comp Traffic, as defined in § 1.18 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is symmetrical.
- 1.29 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. § 153(43)
- 1.30 "Telecommunications Act" means the Communications Act of 1934, as amended.
- 1.31 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. § 226(a)(2)). A Telecommunications Carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. § 153(44)
- 1.32 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.33 "Termination" means the switching of Recip Comp Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party's premises or mobile handset.
- 1.34 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.
- 1.35 "Transport" means the transmission and any necessary tandem switching of Recip Comp Traffic subject to § 251(b)(5) of the Act from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

- 1.36 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

- 2.1 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 reference 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 or other third party offering, guide or practice, 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 a 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 does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of Verizon Wireless and Kalida network for purposes of exchanging Recip Comp Traffic. This Agreement does not cover Verizon Wireless one-way paging service traffic or fixed wireless. Verizon Wireless does not currently provide fixed wireless services in Kalida's Local Service Area. Verizon Wireless agrees that it will provide Kalida prior notice of its intent to launch fixed wireless services in Kalida's Local Service Area. Upon Kalida's receipt of such notice, the Parties agree to negotiate in good faith an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic; provided, however, that in the event that the Parties cannot reach resolution of the terms and conditions of such agreement or Amendment, either Party may seek resolution of any unresolved or disputed issues pursuant to the Dispute Resolution procedures identified in § 16 of this Agreement. In the event Kalida does not route land to mobile Recip Comp Traffic over direct Verizon Wireless trunks, Kalida will compensate Verizon Wireless for such traffic, as though it had been directly routed to Verizon Wireless trunks, at Reciprocal Compensation rates included in this Agreement.
- 3.3 This Agreement relates to exchange of traffic between Kalida and Verizon Wireless. Verizon Wireless represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 5 (Detroit). Additions or

changes to Verizon Wireless's NPA/NXXs will be as listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6025.

- 3.4 Kalida's NPA/NXX(s) are listed in the LERG under OCN 0625.
- 3.5 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

- 4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Kalida and Verizon Wireless. Additional arrangements that may be agreed to in the future will be delineated in Attachment B to this Agreement. An NPA/NXX assigned to Verizon Wireless shall be treated as Local Service Area traffic and included in any EAS calling scope, or similar program, to the same extent as any other incumbent LEC's NPA/NXX in the same rate center provided that Verizon Wireless has network facilities to serve such customers. Routing of Recip Comp Traffic shall be as described in this Section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.
 - 4.1.1 The Parties shall utilize the POIs designated as the points from which the Parties will provide transport and termination of traffic that is within the scope of the Agreement. Each Party will be responsible operationally and financially for bringing their facilities to their side of the POI and for the delivery to the POI of any traffic that they send to the other Party under the terms of this Agreement. Where mutually beneficial to the Parties, they may agree to provision voluntary arrangements not otherwise required under Applicable Law; provided however that nothing in this sentence shall require any party to negotiate or enter into any such arrangements not otherwise required under Applicable Law.
 - 4.1.2 The Parties agree to interconnect at one or more POIs in accordance with the following:
 - 4.1.2.1 A POI at a mid-span meet point established between the Parties at a point on the incumbent network of Kalida;
 - 4.1.2.2 Any other technically feasible and mutually-agreed to arrangement, as negotiated by the Parties.
 - 4.1.3 Each Party shall be operationally and financially responsible for the provisioning of facilities to the agreed-to POI(s).
- 4.2 Indirect Interconnection. Traffic that originates on a Party's network and terminates on the other Party's network via transit of a third party tandem ("Third Party Provider") shall be permitted under this Agreement, which tandem shall be the tandem Kalida rate centers subtend as defined in the LERG. The originating

Party agrees to pay any transit charges that may be assessed by the Third Party Provider for delivery of their originating traffic to the terminating Party. This arrangement for indirect interconnection will be subject to renegotiation if by change of law or for any other reason the Third Party Provider no longer offers the transiting service.

- 4.3 Direct Interconnection. Unless otherwise agreed, either Party may request an interconnection facility directly connecting the Parties switches once the traffic exchanged by the Parties exceeds 300,000 conversation minutes of use per month for three consecutive months. The Parties may establish direct interconnection using one-way trunk groups, two-way trunk groups, or through a meet point arrangement. Each Party agrees to perform local number portability ("LNP") database queries on its originated traffic, and to only route traffic over the direct interconnection facilities to the extent the local routing number ("LRN") returned from such queries belongs to the other Party.
- 4.3.1 Should the Parties agree to directly interconnect their networks using one-way trunk groups, two-way trunk groups, or through a meet point arrangement each Party at its own expense shall provide its own facilities to the POI(s) on Kalida's network. Verizon Wireless may obtain transport to the POI(s) (a) from a third party, or, (b) if Kalida offers such transport pursuant to an applicable tariff, from Kalida. Verizon Wireless and Kalida agree to accept this traffic subject to the compensation arrangements as outlined in § 5 below.
- 4.3.2 Prior to establishing direct interconnection, the Parties agree to conduct a joint planning meeting to agree on the type of interconnection interface and trunking requirements. The Parties agree that at the time of the signing of the agreement there are no direct interconnection facilities in place between the Parties.
- 4.4 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks. Kalida and Verizon Wireless shall not perform a Transiting Traffic function pursuant to this Agreement. If a Transiting Traffic function is desired by either Party, that Party will request an amendment to this Agreement and the Parties agree that they will negotiate that Amendment in good faith assuming such Transiting Traffic function is required by Applicable Law; provided, however, that in the event such Transiting Traffic function is required by Applicable Law and the Parties cannot agree on the terms and conditions of the Amendment, either Party may seek resolution of any unresolved or disputed issues pursuant to the Dispute Resolution procedures identified in § 16 of this Agreement.
- 4.5 Each Party agrees that it will not provision any of its services to permit the arbitrage or circumvention of state or interstate access charges, including the resale or bridging of calling services beyond the specified Local Service Exchange Areas as defined in the applicable local tariffs, or the assignment of NPA-NXX numbers associated with one Rate Center for end users that obtain local exchange service in a different Rate Center. Traffic that originates from or

terminates to NPA-NXXs within the Local Service Exchange Area of Kalida, and between end user customers of Verizon Wireless within the MTA, is considered to be Kalida originated or terminated traffic and subject to Reciprocal Compensation at rates set forth in Attachment A. Traffic to or from end users that originate or terminate in more than one MTA shall be deemed Non-Local Traffic and shall be subject to access charges assessed by Kalida to Verizon Wireless regardless of whether the traffic may have been converted to any other protocol, including Internet Protocol ("IP"), during the routing and transmission of the call.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation. Reciprocal Compensation is applicable for Transport and Termination of Reciprocal Compensation Traffic as defined in § 1.18 and is related to the exchange of traffic under arrangements as described in § 4 and in Attachment B, as applicable. For the purposes of billing compensation for Reciprocal Compensation Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the Third Party Provider where indirect interconnection is deployed. 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 aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Reciprocal Compensation Traffic shall be based on the aggregated measured usage less traffic recorded as local that is deemed Non-Local Traffic based on the default factor provided in § 5.3.5.

5.1.1 The rate for Reciprocal Compensation is contained in Attachment A.

5.1.2 The Parties agree to bill each other for Recip Comp Traffic as described in this Agreement unless the Recip Comp Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Recip Comp Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Recip Comp Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis. Notwithstanding the foregoing, either Party may subsequently request in writing to reinstate billing for Reciprocal Compensation if verifiable usage data for three (3) consecutive months reflects the traffic is no longer within the Traffic Balance Threshold. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been

negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of § 10, hereof.

- 5.2 Traffic Subject to Switched Access Compensation. The Parties acknowledge and agree that some Verizon Wireless traffic routed to Kalida pursuant to this Agreement may include Non-Local Traffic. This is because CMRS licensing territories do not exactly match the geographical boundaries of an MTA or Kalida's Local Service Area. Switched access charges apply to all Non-Local Traffic originated on Verizon Wireless's network and delivered to Kalida for termination to its customers under arrangements as described in § 4 and Attachment B, as applicable. Verizon Wireless shall compensate Kalida at Kalida's then current applicable access tariff rates for all Verizon Wireless-originated Non-Local Traffic only to the extent that such Verizon Wireless-originated Non-Local Traffic is not handed off to an Interexchange Carrier for delivery to Kalida.
- 5.3 Calculation of Payments and Billing.
- 5.3.1 Kalida will compensate Verizon Wireless for Recip Comp Traffic originated by Kalida customers on Kalida's network and delivered to Verizon Wireless for termination to its customers as prescribed in §§ 3.2 and 4 and in Attachment B, as applicable, and at the rate provided in Attachment A. Verizon Wireless will compensate Kalida for Recip Comp Traffic originated by Verizon Wireless customers on Verizon Wireless's network and delivered to Kalida for termination to its customers, as prescribed in §§ 4.1, 4.2, 4.3, and in Attachment B, as applicable, and at the rate provided in Attachment A; and for Non-Local Traffic exchanged between Verizon Wireless and Kalida, as prescribed and at the rates provided in § 5.2, above.
- 5.3.2 Verizon Wireless shall prepare a monthly billing statement to Kalida, reflecting the calculation of Reciprocal Compensation due Verizon Wireless. Kalida shall prepare a monthly billing statement to Verizon Wireless, which will separately reflect the calculation of Reciprocal Compensation and Switched Access Compensation and total compensation due Kalida. The billing Party shall rely on actual measured usage, when available. If actual measured usage is not available, the Parties agree that usage records from the Third Party Provider may be used for billing. Alternatively, if Verizon Wireless does not measure or cannot obtain the landline-to-wireless usage data from Kalida or from the Third Party Provider, then Verizon Wireless may bill using a factor that is based on each Party's proportion of originating Recip Comp Traffic to total Recip Comp Traffic exchanged between the Parties. This estimated percentage is referred to as the Traffic Factor and is listed in Attachment A. The Parties agree to review the Traffic Factor on an annual basis, to the extent requested by either Party, and, if warranted by the actual usage, revise the Traffic Factor appropriately.

5.3.2.1 Kalida to Verizon Wireless Recip Comp Traffic minutes shall be calculated by (i) dividing the Wireless-to-Landline Recip Comp Traffic minutes of use, as measured by Kalida, by the Wireless-to-Landline percent of total Recip Comp Traffic, and (ii) multiplying the results in (i) by the Landline-to-Wireless percent of total Recip Comp Traffic.

5.3.2.2 For purposes of calculation of the Kalida to Verizon Wireless Recip Comp Traffic minutes under this 5.3.2, the Wireless-to-Landline Recip Comp Traffic minutes of use shall be the total Kalida to Verizon Wireless traffic minutes of use less minutes of use determined to be Non-Local Traffic pursuant to § 5.3.5 below.

5.3.3 Kalida will prepare its bill in accordance with its existing CABS / SECABS billing systems. Verizon Wireless will prepare its bill in accordance with its existing process for billing Reciprocal Compensation. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. The Parties may mutually agree in writing to implement a net billing arrangement so that Kalida will be the Party rendering the bill

5.3.3.1 The Parties acknowledge and agree that at the time of the execution of this Agreement, Verizon Wireless has requested a net billing arrangement as provided herein. Upon thirty (30) days written notification by Verizon Wireless to Kalida in accordance with the Notice terms in §18.11, Verizon Wireless may discontinue the net billing arrangement and render its own invoice under the terms of this Agreement.

5.3.4 Invoices under this Agreement shall be sent to:

To Verizon Wireless	To Kalida
Billing Analyst Verizon Wireless 7575 Commerce Ct Lewis Center, OH 43035	Accounts Payable Kalida Telephone Company, Inc. P.O. Box 267 Kalida, Ohio 45853

5.3.5 Recognizing that Kalida may not be able to measure Non-Local Traffic, and in the event that Verizon Wireless does not track the usage information required to identify the InterMTA Traffic originated or terminated by Kalida, it shall be assumed that a percent of the total traffic (as measured by minutes of use) exchanged between the Parties is InterMTA Traffic. The percentage is contained in Attachment A. The actual recorded usage shall be the basis for billing, when available and verifiable. Notwithstanding the foregoing, to the extent that either party can provide usage records that justify a change in these factors, the Parties agree to renegotiate such factors under this Agreement.

- 5.3.6 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's proper implementation of this Agreement and/or accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (a) following at least thirty (30) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) when applicable, based on requested billing records that do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued; (f) in a manner so as not to interfere with the audited Party's business operations, and (g) in compliance with the audited Party's security rules.
- 5.3.7 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. Except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.
- 5.3.8 Neither Party shall bill the other Party for traffic that is more than twenty four (24) months old or that predates this Agreement, except as otherwise agreed by the Parties. The Parties agree that for purposes of true-up compensation will be invoiced for payment pursuant to the terms contained in this Agreement for traffic exchanged beginning on December 12, 2007, the date Carrier received a Bona Fide Request for negotiations from Kalida, and ending with the date that the billing cycle begins for the initial monthly billing statement as described in section 5.3.2.
- 5.4 Bill Payment and Disputes. The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
- 5.4.1 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 "Billed Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, 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. The Billed Party shall pay when due all undisputed amounts to the Billing Party, pursuant to Section 5.4.4 below. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for a settlement amount mutually agreed to by the Parties, the Billed Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) 0.000292 compounded daily (10.65%

APR) or (ii) the highest rate of interest that may be charged under Ohio applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts 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.

- 5.4.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) 0.000292 compounded daily (10.65% APR) or (ii) the highest rate of interest that may be charged under Ohio applicable law.
- 5.4.3 All billing disputes under this agreement are subject to a twenty-four (24) month limitation from the date of invoice.
- 5.4.4 Undisputed amounts shall be paid within thirty-one (31) days after the invoice bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval ("Due Date"). Provided however, if the Billed Party does not receive the invoice from the Billing Party at least twenty (20) days prior to the Due Date, then the invoice shall be considered delayed. When the invoice has been delayed, upon request of the Billed Party, including proof of late invoice receipt, the Due Date will be extended by the number of days the invoice was delayed.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability 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 its network.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with § 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys 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.

- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.4 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting Verizon Wireless to Kalida SS7 system is permitted. Such connections will meet generally accepted industry technical standards. Each Party is responsible for its own SS7 signaling and therefore, neither Party will bill the other SS7 signaling charges.
- 7.5 Each Party shall be responsible for its own independent connections to the 911/E911 network.
- 7.6 The Parties expect that, where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP message to facilitate full interoperability and billing functions. Verizon Wireless agrees to follow industry standards, including those standards associated with using the JIP field. Altering of data parameters within the IAM shall not be permitted.
- 7.7 The Parties agree to comply with the Communications Assistance for Law Enforcement Act ("CALEA"). Each Party shall solely be responsible for its CALEA enforcement-related activity. Each Party shall also respond to any CALEA and/or other law enforcement-related inquiry related to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner.

8.0 TERM AND TERMINATION

- 8.1 Subject to the provisions of § 14, the initial term of this Agreement shall be for a two (2) year term ("Term"), which shall commence on the Effective Date. This Agreement shall automatically renew for successive month to month periods, unless not less than sixty (60) days prior to the end of the Term or any renewal term, either Party notifies the other Party in writing of its intent to renegotiate a new agreement. In the event of such renegotiations, if the Parties are unable to agree on the terms of a successor agreement, either Party may file for arbitration per the Act and this Agreement shall remain in effect until the earlier of: (1) when a new agreement becomes effective, or (2) one (1) year from the notification of intent to renegotiate unless otherwise agreed by the Parties. Notwithstanding the foregoing, if the Parties are in arbitration or mediation pursuant to C.F.R. 47 §§

251 & 252, this Agreement will continue in effect until the issuance of an Order, whether a final non-appealable order or not, by the State Commission or FCC resolving the issues set forth in such arbitration or mediation request.

- 8.2 Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to them under this Agreement, and any portion of such charges remain unpaid more than thirty (30) days after the due date of such undisputed charges, the Billing Party may notify the billed Party in writing that in order to avoid having service disconnected, the billed Party must remit all undisputed unpaid charges to the Billing Party within thirty (30) days after receipt of said notice.
- 8.3 Either Party may discontinue service to the other Party upon failure to pay undisputed unpaid charges as provided in § 8.2.4. To the extent necessary, either party may request the assistance of a third-party LEC in order to effectuate disconnection.
- 8.4 Upon termination or expiration of this Agreement in accordance with this Section:
- (a) Each Party shall comply immediately with its obligations as set forth above;
 - (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
 - (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.
- 8.5 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 of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

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

10.2 If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full

force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may invoke dispute resolution procedures as set forth in this Agreement.

11.0 INDEMNIFICATION

11.1 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:

- (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;
- (2) claims for libel, slander, or 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
- (3) 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 § 12.3).

11.2 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.

- (1) In the event 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.
- (2) 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.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit. Neither Party shall accept terms of a settlement that involves or references the other Party in any manner without the other Party's approval.

12.0 LIMITATION OF LIABILITY

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

12.2 Except as otherwise provided in § 11.0, 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.

12.3 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.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under § 252(e) of the Act without modification. The Parties,

however, 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). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including, but not limited to, matters related to the same types of arrangements covered in this Agreement.

15.0 CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). 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 the Applicable Rules (individually and collectively, Amended Rules), 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 of each such Amended Rules relating to any of the provisions in this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may invoke Dispute Resolution procedures as set forth in § 16 of this Agreement.

16.0 DISPUTE RESOLUTION

16.1 Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, suit to compel compliance with this dispute resolution process, or an action arising out of Kalida's then current access tariff, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such

dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives conduct these negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

16.3 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days of the discussion referenced in § 16.2, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

16.4 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 payment obligations including making payments in accordance with this Agreement.

17.0 MISCELLANEOUS

17.1 Authorization

17.1.1 Kalida is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.1.2 The legal entities doing business as Verizon Wireless for purposes of this Agreement are partnerships duly organized, validly existing and have full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

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

- 17.3 Independent Contractors. Neither this Agreement, nor any actions taken by Verizon Wireless or Kalida in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Verizon Wireless and Kalida, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Verizon Wireless or Kalida in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Verizon Wireless and Kalida end users or others. 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 of, or to otherwise bind the other Party.
- 17.4 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 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, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected. (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.
- 17.5 Confidentiality.
- 17.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs, 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 FCC), and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or 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; provided, however, that CPNI shall always be deemed Proprietary Information regardless of whether it is identified as such. 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, such information: (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 by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. 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, upon advice of counsel, only in accordance with § 17.5.2 of this Agreement.

17.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.

17.5.3 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.

17.6 Governing Law. This Agreement shall be governed by the domestic laws of the State of Ohio without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or the Ohio state court, or federal court, as appropriate.

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

exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

- 17.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. 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 non-affiliated third party entity acquiring all or substantially all of its assets or equity 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 of that Party 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.
- 17.9 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.
- 17.10 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; (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To: Verizon Wireless	To: Kalida
Verizon Wireless 1300 I Street, NW Suite 400W Washington, DC 20005 ATTN: Regulatory Counsel-Interconnection	Chris J. Phillips Kalida Telephone Company Inc. 121 E. Main Street Kalida, Ohio 45853 419-532-3218
With a copy to: Verizon Wireless 1120 Sanctuary Parkway Alpharetta, GA 30004 ATTN: Associate Director-Interconnection	With a copy to:

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; (iii) three (3) days after mailing in the case of certified U.S. Mail.

- 17.11 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 dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

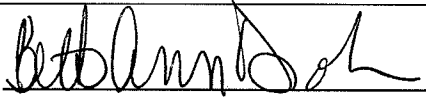
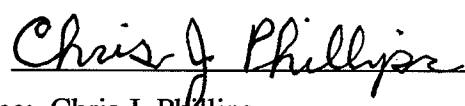
- 17.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed 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, 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.
- 17.14 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.
- 17.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 17.16 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.

- 17.17 Headings. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.
- 17.18 Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 17.19 Survival. Any provision of this Agreement or Attachment, that by its nature should survive the expiration or termination of the Agreement, shall so survive.

(Signature Page Follows)

Traffic Exchange Agreement between KALIDA and VERIZON WIRELESS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

<p>Cellco Partnership d/b/a Verizon Wireless</p> <p>GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless</p> <p>New Par d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner</p> <p>Springfield Cellular Telephone Company d/b/a Verizon Wireless By New Par, Its General Partner By Verizon Wireless (VAW) LLC, Its General Partner</p>	<p>Kalida Telephone Company Inc.</p>
<p>By: <u></u></p> <p>Name: <u>Beth Ann Drohan</u></p> <p>Title: <u>Area Vice President - Network</u></p> <p>Date: <u>7/14/08</u></p>	<p>By: <u></u></p> <p>Name: <u>Chris J. Phillips</u></p> <p>Title: <u>Manager</u></p> <p>Date: <u>7-17-08</u></p>

Attachment A

1.0 Reciprocal Compensation for purposes of applying § 5.3.1.

\$0.02 per minute of use for traffic exchanged via direct interconnection

\$0.025 per minute of use for traffic exchanged via indirect interconnection

2.0 Percent InterMTA for purposes of applying § 5.3.5.

Kalida– 20%

3.0 Traffic Factor (Mobile to Land / Land to Mobile) for purposes of applying § 5.3.2.

Kalida – 85/15

Attachment B

Reserved for Future Use

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/23/2008 4:09:14 PM

in

Case No(s). 08-0904-TP-NAG

Summary: Agreement Negotiated Agreement electronically filed by Carolyn S Flahive on behalf of Kalida Telephone Company