

Reciprocal Transport and Termination Agreement

This Reciprocal Transport and Termination Agreement (the "Agreement") is entered into by and between Industry Telephone Company ("Industry") with corporate offices at 17105 Fordtran Blvd, Industry, TX on behalf of itself and Dobson Cellular Systems, Inc., on behalf of itself and its wireless operating affiliates ("Carrier"), having a principal place of business at 14201 Wireless Way, Oklahoma City, Oklahoma 73134. Industry and Carrier are each individually a "Party" and are together the "Parties" to this Agreement.

WHEREAS, Industry Telephone Company is an Incumbent Local Exchange Carrier authorized to provide telecommunications services in the State of Texas;

WHEREAS, Carrier is a Commercial Mobile Radio Service (CMRS) provider licensed by the Federal Communications Commission (FCC) to provide CMRS service in the State of Texas;

WHEREAS, the Parties currently extend arrangements to one another allowing for the transport and termination of traffic over each other's network facilities, and between each other's subscribers;

WHEREAS, Carrier and Industry agree to exchange traffic for the benefit of the Parties; and

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of Telecommunications Traffic in accord with the Act, and which is intended to supersede any previous arrangements between the Parties relating to such 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, Industry and Carrier hereby agree as follows:

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 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.

- 1.2 "Commission" means the regulatory commission of the state of operation which has the authority to approve interconnection agreements negotiated under the provisions of Sections 251-252 of the Act.
- 1.3 "Telecommunications Traffic" means for the purposes of this Agreement, telecommunications traffic between the Parties that, at the beginning of the call, originates and terminates within the same MTA, or as otherwise defined by 47 C.F.R. section 51.701(b)(2).
- 1.4 Major Trading Area (MTA) means Major Trading Area as 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. Part 24.202(a) or other applicable law Telecommunications.
- 1.5 "MOU" means a minute of use.
- 1.6 "Inter-MTA Traffic" means traffic that originates and terminates in different MTAs.
- 1.7 "SS7" means Signaling System No. 7 protocol that uses destination routing and octet oriented fields, which are variable length messages with a maximum message length allowing for 256 bytes of data. It has a layered functional structure which allows for fast call set-up via high speed circuit-switched connection and allows for transaction capabilities such as providing calling party information.
- 1.8 Intentionally left blank.
- 1.9 Intentionally left blank.
- 1.10 "Transit Services" means the provision of transport facilities by a third party that provides a transport function for Traffic originating from either Party's network and terminating to the other Party's network.
- 1.11 "Termination" or "Terminate" means the switching of Telecommunications Traffic at the terminating Party's switch or equivalent facility and the delivery of such Traffic to the called party.
- 1.12 "Transport" means the transmission and any necessary tandem switching by a Party of Telecommunications Traffic from the point(s) of interconnection between the Parties to the terminating

Party's switch or equivalent facility that directly serves the called party.

2. Scope. This Agreement addresses the Parties' reciprocal compensation obligations as described in § 251(b)(5) of the Act. By this Agreement, neither Party waives any other rights it may have under the Act or rules of the FCC, under state statute, or pursuant to rules of the Commission.

3. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders or ~~guidelines that subsequently may be prescribed by any federal or state government authority.~~ To the extent required by any such subsequently prescribed law, rule, regulations or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation, order or guideline.

- 3.1 The Parties further agree and understand that the rates for Transport and Termination agreed to, as set forth in Exhibit A hereto, have not been determined based on a specific costing methodology or company specific cost studies.

- 3.2 The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for transport and termination of Telecommunications Traffic or the types of arrangements prescribed by this agreement.

- 3.3 Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and the Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the state if operation without regard to its conflict of laws principles.

4. Reciprocal Traffic Exchange. Each Party shall reciprocally Transport and Terminate on its network Telecommunications Traffic originating on the other Party's network. Reciprocal traffic exchange addresses the exchange of Traffic between both Parties' subscribers and both Parties' end users. Each Party agrees not to charge the other Party any fees for SS7 signaling.

- 4.1 Until/unless direct interconnection facilities are provisioned by the Parties pursuant to an amendment to this Agreement or a replacement

Agreement, the Parties represent that they have each entered into arrangements with third-party telecommunications carriers, which would permit traffic between Industry and Carrier to be transited by and through that third-party's tandem. The indirect interconnection shall be used by Industry to deliver all traffic originated by its subscribers to Carrier NPA-NXXs for which the associated rate center (as determined by Vertical and Horizontal ("V&H") coordinates) is within the same local calling area (including EAS) as the originating Industry customer. Calls originating on Industry's network and addressed to Carrier NPA-NXXs will be treated by Industry the same way as other calls addressed to NXXs maintained by ~~other landline carriers with the same rate points (including but not limited to~~ EAS traffic). The indirect interconnection shall be used by Carrier to deliver traffic to designated NPA-NXXs of Industry that are associated with end offices, remotes, host switches and/or tandems (or any other Industry facility) that subtend the third party tandem. Each Party shall be responsible for (a) all transit charges generated by calls originated on their respective networks and (b) all costs of the facilities linking its own network to the third party's tandem.

4.2 All traffic originated by either Party shall be exchanged consistent with the principles of non-discrimination and dialing parity (both in terms of the number of digits required to be dialed and rates charged in accordance with 47 U.S.C. § 251(b)(3))

4.3 Unless the Parties have the technical means to record Traffic for purposes of measurement as set forth in Section 4.2, the Parties agree to use the Traffic Split Factor as outlined in Exhibit A. These percentages are referred to as Traffic Split Factors.

The Traffic Split Factors may be updated after six months of use based on supporting documentation, satisfactory to both Parties, that demonstrates the basis for the new Traffic Split Factors.

4.4 Call Recording. When both Parties are able to measure and bill the actual amount of terminating traffic, each Party will record its terminating minutes of use for all calls between the Parties. Each Party will only bill the other Party for actual conversation minutes of use. Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called customer, whichever occurs first. MOUs or fractions thereof, shall not be rounded upward on a per-call basis, but are aggregated at the end of the billing cycle and then rounded to the nearest whole minute. MOUs shall be collected and measured in minutes, seconds, and tenths of seconds.

4.5 Usage Billing. When only one of the Parties is able to measure the actual amount of Traffic terminating on its network, the Parties agree to utilize the

Traffic Split Factors to compute the non-recorded usage. For purposes of this calculation, the Parties agree to use the Traffic Split Factors as set forth in Exhibit A, Section 2.

Terminating usage attributable to a non-recording Party shall be calculated as follows: Terminating usage measured by the recording Party will be divided by the recording Party's corresponding Traffic Factor Split Percentage to yield a quotient representing 100% of all traffic and then the recording Party's terminating measured usage will be subtracted from the resulting quotient to determine the non-recording Party's terminating usage.

In the event detailed billing records are not available, summary billing reports, or reports provided by the transiting LEC, may be utilized by the terminating Party in order to bill the originating Party.

If neither of the Parties is able to measure the actual amount of Traffic terminating on its network and summary billing reports are not available, both Parties agree that the only compensation for Traffic subject to this agreement will be in the form of the reciprocal services provided by the other Party, and no billings will be issued by either Party.

In the event that either Party's call recording data is lost, damaged, or destroyed and cannot be recovered, which results in its inability to determine actual usage, the Parties agree that the amount of revenue lost shall be calculated based on the average revenue of the previous three (3) months for the same period of time. Either Party may request, in writing, that the other Party verify the accuracy of amounts shown on invoices provided pursuant to this Agreement, and the Party receiving the request shall provide information with sufficient detail to verify its invoices within thirty (30) days of the receipt of the written request. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct reviews of the relevant raw recording information possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews may consist of an examination and verification of data records, systems, procedures and other information related to call recording and rating performed hereunder. Each Party's right to access information for verification review purposes is limited to data current within twelve (12) months. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information and systems at no charge to the reviewing Party during normal business hours at the reviewed Party's principal offices.

5. Telecommunications and InterMTA Traffic. This Agreement is primarily intended to address the Transport and Termination of Telecommunications Traffic between the Parties. Telecommunications Traffic is subject to the Telecommunications Transport and Termination MOU charge set forth in Exhibit A and is not subject to switched access

charges. Mobile-originated InterMTA, if any, Traffic is subject to interstate or intrastate tariffed switched access charges and terms and conditions; whichever is applicable unless covered within this Agreement.

5.1 Ancillary traffic, to the extent ordered by Carrier, which includes Traffic that is destined for ancillary services including, but not limited to, directory assistance, 911/E911, operator call termination (busy line interrupt and verify), 800/888, LIDB, and information services requiring special billing will be exchanged and charged in accordance with the appropriate tariffs.

5.2 Intentionally left blank.

5.3 For purposes of compensation under this Agreement, the Parties agree to assume that less than 1% of the total Traffic exchanged between the Parties is InterMTA traffic and therefore de minimis. Therefore, 100% of the traffic billed under this Agreement will be billed at the Telecommunications Traffic rate. In the event either Party is able to separately track and record InterMTA Traffic, billing will be based on actual recorded usage.

5.4 ISP traffic may be exchanged between the Parties but is not subject to Reciprocal Compensation under this Agreement. Such traffic between the Parties, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of compensation between the Parties by providing the other Party appropriate evidence of the existence of such traffic.

6. Telecommunications Traffic Transport and Termination Rate. Industry and Carrier shall reciprocally and symmetrically compensate one another for Telecommunications Traffic delivered to the other carrier's network. The MOU rate and the billing procedures for the Termination and Transport of such Telecommunications Traffic is set forth in Exhibit A attached hereto.

7. Billing and Collection. Billing shall be on a monthly basis for services provided under this Agreement in accordance with the MOU rate set forth on Exhibit A. Both Parties shall pay such invoices within forty-five (45) days of the invoice date.

7.1 In the event of a dispute over the amount of the invoice, either Party shall pay the undisputed portion and shall not be required to pay the disputed portion pending an investigation and resolution of the dispute. A Party has forty-five (45) days after receipt of an invoice to dispute, in writing, any charges. The Parties shall cooperate in a good faith effort to resolve any disputed amounts. All charges under this Agreement shall be billed within 6 months from the time the charge was incurred; previously unbilled charges more than one year old shall not be billed by

either Party, and shall not be payable by either Party. The Party collecting revenues shall be responsible for collecting, reporting, and remitting all applicable taxes associated therewith.

7.2 Each Party shall render an invoice each month for charges based on minutes of use terminated for the other Party. Such invoices may be rendered in paper or electronic form, based on mutual agreement of the Parties. Each invoice shall compile usage for a single state until such time that billing can be compiled on a per MTA level. Each invoice shall summarize the Conversation Minutes of Use billed and the charges. Industry invoices shall identify calls, minutes of use and charges per end office switch.

7.3 Undisputed amounts not paid beyond forty-five (45) days after the invoice date and disputed amounts based on resolved disputes not paid beyond forty-five (45) days after the date of resolution or correcting invoice shall be past due. Past due amounts may accrue late charges at the lessor of: (a) 1.5% per month, or (b) the maximum rate allowed under applicable law.

8. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) days written notice of termination, which termination shall be effective at the end of the notice period, provided, however, that if either Party gives notice of intent to renegotiate under the Act, this Agreement will remain in place until superseded by a new negotiated or arbitrated agreement.

9. Termination Upon Default. The non-defaulting Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof.

10. Escalation Dispute Resolution and Mediation. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

10.1 The Parties desire to resolve disputes arising out of the Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach, except for actions seeking a temporary restraining order or injunction related to the confidentiality provisions of Section 14 or to compel compliance with this dispute resolution process.[LMB: This would essentially exclude everything.]

10.2 At the written request of a Party, each Party shall appoint within ten (10) business days after the date of the request, a knowledgeable, responsible

representative to meet and negotiate in good faith for a period of forty-five (45) days after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in these negotiations will be treated as Confidential Information developed for the purposes of settlement, exempt from discovery and production, which will 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 admissible, be admitted in evidence in the arbitration or lawsuit.

10.3 If the negotiations do not resolve the dispute within forty-five (45) days after the initial written request, either Party shall have the right to seek enforcement of its rights and remedies available hereunder or available at law or equity.

10.4 Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution or arbitration undertaken pursuant to this Section 10.

10.5 No arbitration demand or other judicial or administrative action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

11. Liability Upon Termination. Subject to Section 10 above, termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination of this Agreement.

12. General Responsibilities of Parties.

12.1 Network Facilities. Each Party is responsible to provide facilities within its respective network that are necessary for routing and terminating Traffic to and from the other Party's network. If either Party makes a change in its network that may materially affect the exchange of Traffic under this Agreement, the Party making the change shall provide at least ninety (90) days advance written notice of the nature of the change and when the change will occur.

12.2 Filing. The Parties shall jointly file this Agreement if required by the Commission. Industry shall be responsible for preparing the joint application for approval, and Carrier shall cooperate in the review and submission of such joint application. Industry shall file the joint application with the Commission. The Parties shall support the approval of this Agreement without material change.

12.3 Network Management and Maintenance. The Parties will work cooperatively to install and maintain reliable networks. The Parties will exchange appropriate information (e.g., maintenance contact numbers and network information, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

12.3.1 Network Management Controls. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.

Industry

24 Hour: 979-357-4411

Fax: 979-357-2323

Email: hack@industrytelco.com

Carrier

24 Hour: 325-642-0088

Fax: 325-646-9695

12.3.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to localize the trouble as originating in the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

13. Assignments, Successors and Assignees. A Party may not assign or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a Party may assign this Agreement, or any portion thereof, without consent to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not in any way affect or limit the rights and obligations of the Parties under this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their lawful successors and assigns.

13.1 Nothing in this Agreement shall prohibit either Party from enlarging its network. Traffic originating on such extended networks shall be subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as Traffic when it originates on such extended network and terminates on either Party's network.

Traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

14. Confidentiality. The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business or networks as a result of this Agreement. Each Party agrees to treat all such data and information as strictly confidential and to use such data and information only for the purpose of performance under this Agreement. Each Party agrees not to disclose data or information about the other Party's business without first securing the written consent of the Party, unless such disclosure is required by lawful subpoena or court order.

15. Disclaimer of Agency. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other in the name of or behalf of the other Party. No Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

16. Business Records. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable notice, each Party or its authorized representative shall have the right to conduct an on-premise review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as it relates to charges or payments made in connection with this Agreement. Each Party's right to access information for a verification review purpose is limited to data not in excess of twelve (12) months in age. A Party's right to request a review is limited to once every twelve (12) months. The Party requesting a certification review shall fully bear its own costs associated with conducting the review. The Party being reviewed will provide reasonable access to necessary and applicable information at no charge to reviewing Party during normal business hours.

17. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control, 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, power blackouts, other major environmental disturbances or unusually severe weather conditions (collectively, a "Force Majeure Event").

18. No Third Party Beneficiaries. This Agreement does not provide any

person not a party, assignee or successor to this Agreement, and shall not be construed to provide any such third parties, with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

19. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth above and shall be (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed as first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by telecopy. Any such notice given under this Agreement shall be effective upon the receipt of the Party. Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this section. All notices, consents, approvals or other communications required or contemplated by this Agreement shall be made to the following addresses:

Industry Telephone Company

Industry Telephone Company
Delbert Wilson, General Manager
17105 Fordtran Blvd
Industry, TX 78944
Tele: 979-357-4411
Fax: 979-357-2323

With a copy to:
Creative Support Solutions
5508 Hwy 290 West
Suite 203
Austin, TX 78735
Facsimile Number: 512 330-0801

Dobson Cellular Systems

Dobson Cellular Systems, Inc.
Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, Oklahoma 73134

With a copy to:
Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1620
Oakland, California 94612
Fax: 510.625.8523

20. Warranty. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE OTHER PARTY'S SERVICES PROVIDED UNDER THIS AGREEMENT.

21. Limitation of Liability. EXCEPT IN THE INSTANCE OF HARM RESULTING FROM AN INTENTIONAL OR GROSSLY NEGLIGENT ACTION OF ONE PARTY, NEITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT AND

DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ESTIMATED AMOUNT EITHER WILL PAY THE OTHER DURING THE INITIAL TERM OF THIS AGREEMENT. EACH PARTY'S REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

22. Indemnification. Each Party to this Agreement shall indemnify and hold harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third-party claims, lawsuits, damages or court actions arising from service under this Agreement. ~~Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys fees.~~

22.1 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

23. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction of the FCC or governed by federal law, the parties agree that remedies for such claims shall be governed by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction of the Commission or governed by state law, the Parties agree that the jurisdiction for all such claims shall be with such Commission, or, if the Commission should decline jurisdiction, with the courts of the state where the relevant services are performed, and that the remedy for such claims shall be as provided for under the law of the relevant state and federal law.

24. Change of 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 Telecommunications Act and the rules and regulations promulgated there under by the FCC and the Commission as of the Effective Date (Applicable Rules"). In the event of any amendment to the Telecommunications Act, any effective legislative action or any effective, final and non-appealable, 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 Telecommunications Act to the Parties 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, to the extent permitted or required, by providing written notice to the other Party, require that the affected provisions of the

Agreement be renegotiated in good faith and the agreements shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in the Agreement.

25. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

26. Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties.

27. Counterparts. The undersigned signatories represent they have the authority to execute this Agreement of behalf of their respective companies. This Agreement can be executed in separate parts, which together will constitute a single, integrated Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the latter of the dates that the signatories have signed below and is effective March 1, 2006, pending approval by the Commission.

Industry Telephone Company

Dobson Cellular Systems, Inc.

By: Delbert Wilson

Name: Delbert Wilson

Title: General Manager

Date: 9-20-06

By: Timothy J. Duffy

Name: Timothy J. Duffy

Title: Sr. Vice-President and CTO

Date: September 6, 2006

EXHIBIT A
Transport and Termination Rate and Billing Procedures

1. The Parties shall reciprocally and symmetrically compensate one another for Telecommunications Traffic terminated to their respective customers at the rate of \$0.012 per minute of use.
2. Industry may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by Carrier and terminated to Industry. This report information may be used by Industry for invoicing Carrier for terminating traffic (Mobile Originated) to Industry. The Parties will use a Traffic Split Factor for Carrier to use to bill Industry for the traffic terminated (Land Originated) by Carrier from Industry.

Mobile Originated Traffic = 70%
Land Originated Traffic = 30%

3. The Parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the Parties in the absence of any actual recordings by the tandem operator. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Parties. The Parties agree that such audits will be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either Party may elect to measure terminating Telecommunications Traffic through its own recording equipment (if they have the capability) and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Either Party may request a traffic study and update the factors. The Parties agree that such requests will be performed no more than once every 6 months.

4. Contact Information:

All bills rendered by one Party to the other Party under this Agreement shall be delivered to the following locations.

Industry Telephone Company	Dobson Cellular Systems
Industry Telephone Company P O Box 40 Industry, TX 78944	Dobson Cellular Systems, Inc. Interconnection Billing 14201 Wireless Way Oklahoma City, OK 73134-2512
OCN: 2093	OCNs: 6887 and 4116

All bill inquiries by one Party to the other Party under this Agreement shall be directed to the following locations.

Industry Telephone Company	Dobson Cellular Systems
Phone number: 512-330-0810 E-mail: industry@csscabs.com	Phone Number: 405-529-8727 Fax: 405-529-8359 Email:

5. Billing will be rendered on a quarterly basis until such time that usage quantities warrant billing monthly.