

**WIRELESS – ILEC INTERCONNECTION AGREEMENT**

**BETWEEN**

**LATHROP TELEPHONE COMPANY**

**AND**

**DOBSON CELLULAR SYSTEMS, INC.**

## WIRELESS – ILEC INTERCONNECTION AGREEMENT

This Wireless – ILEC Interconnection Agreement (the “Agreement”) for the termination of traffic between Lathrop Telephone Company, an Incumbent Local Exchange Carrier, with offices located at 1001 Kentucky Street, P.O. Box 167, Princeton, MO 64673 (“Lathrop”), and Dobson Cellular Systems, on behalf of itself and its affiliate American Cellular Corporation, with offices located at 14201 Wireless Way, Oklahoma City, OK 73134 (collectively “Dobson”), is made effective on January 1, 2007 (“Effective Date”). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (Lathrop and Dobson are also sometimes referred to herein as “Party” or, collectively, “Parties.”)

WHEREAS, Lathrop is a Local Exchange Telecommunications Carrier certificated to provide telecommunications services in the State of Missouri,

WHEREAS, DOBSON is a Commercial Mobile Radio Service provider authorized to provide service in the State of Missouri,

WHEREAS, pursuant to the Telecommunications Act of 1996, and other applicable laws, the Parties desire to enter into an agreement for the indirect interconnection of their networks and reciprocal compensation for the termination of Telecommunications Traffic.

NOW, THEREFORE,

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

## SECTION 1 - SCOPE OF AGREEMENT

1.1 This Agreement shall cover traffic exchanged by the Parties and originated by and terminated to end users on their respective networks. This Agreement shall cover both Telecommunications and InterMTA Traffic, if any, as those terms are defined in this Agreement, which is exchanged by the Parties via the interconnection facilities provided for in this Agreement.

## SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Missouri Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2.1 "Act" - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules and regulations and Orders of the Federal Communication Commission or a state regulatory commission.

2.2 "CMRS" - Commercial Mobile Radio Service, as defined in the Act.

2.3 "Commission" - Missouri Public Service Commission.

2.4 "CTUSR" - Cellular Transiting Usage Summary Report, provided by AT&T Missouri (f/k/a Southwestern Bell Telephone Company), tracks the minutes of Transiting Traffic for calls

originating from CMRS providers and terminating to LECs.

2.5 "FCC" - Federal Communications Commission.

2.6 "LEC" - Local Exchange Carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Missouri Public Service Commission.

2.7 "Telecommunications Traffic" – Telecommunications traffic under this Agreement is traffic between Lathrop and Dobson that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA) or as otherwise defined in 47 C.F.R. section 51.701(b). For Lathrop, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For Dobson, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.8 "MTA" - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.9 "InterMTA Traffic" means all calls that, at the beginning of the call, originates in one MTA and terminates in another MTA. InterMTA Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

### SECTION 3 - TRAFFIC EXCHANGE

3.1 The Parties may exchange traffic under this Agreement by each Party physically connecting its network to a third-party LEC(s), which shall transit the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships

with this third-party LEC(s) for interconnecting with its network and transiting traffic over that network to the other Party.

3.2 The interconnecting facilities provided for above shall be used by Dobson to deliver Telecommunications Traffic to Lathrop's designated NPA-NXXs in the Kansas City MTA.

3.3 The interconnecting facilities provided for above shall be used by Lathrop to deliver Telecommunications Traffic which is rated locally (including EAS) to the originating calling party to Dobson's NPA-NXXs which are within the local calling area of the originating calling party.

3.4 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)).

#### SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by, and under the responsibility of, a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the call as follows:

4.1.1 Telecommunications Traffic – The Parties shall mutually and reciprocally compensate one another for all Telecommunications Traffic as defined in Section 2 of this Agreement based on the rates established in Appendix 1.

4.1.2 InterMTA Traffic (as defined in Section 2 of this Agreement), if any, originated by Dobson and terminating to Lathrop within the same state will be compensated based upon the intrastate access tariffs of Lathrop. No compensation shall be due to either Party from the other

for traffic delivered to an IXC.

4.1.3 InterMTA Traffic (as defined in Section 2 of this Agreement) originated by Dobson and terminating to Lathrop within different States will be compensated based upon the interstate access tariffs of Lathrop. No compensation shall be due to either Party from the other for traffic delivered to an IXC.

## SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls they originate that terminate on the other Party's network. The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder.

5.2 If a Billing Party is unable to record traffic terminating to its network and the other Party is unable to provide billing records of the calls that it originates to the other Party, the Billing Party may use usage reports and/or records (such as a CTUSR) generated by a third-party LEC whose network is used to transit the traffic as a basis for billing the originating Party. As of the effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to

use the percentage referenced in Appendix 1 as a fair estimate of the amount of interMTA traffic exchanged between the Parties. This percentage shall remain in effect until/unless amended as provided in Appendix 1.

5.3 The originating Party shall pay the Billing Party for all charges properly listed on the bill.

Such payments are to be received within thirty (30) days from the effective date of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than 90 days. However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, etc., billing can be rendered or corrected for periods more than 90 days old. In no case, however, will billing be made for traffic that is more than two years old.

## SECTION 6 - AUDIT PROVISIONS

6.1 As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party", the Requesting Party shall have the right, through its authorized representative(s), to perform an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the services provided, and performance standards agreed to, under this Agreement. Within the above-described 30-day period, the Parties shall reasonably

agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including reasonable access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines.)

6.3 Each party shall bear the cost of its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 6.3, "Special Data Extraction" shall mean the creation of an output record or information report (from existing data files) that is not created in the normal course of business by the Audited Party. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse during any subsequent Audit.

6.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two percent (2%) of the actual amount due by compounding monthly from the time of the error or omission to the day of payment or credit.

6.5 Neither the right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly



waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

6.6 This Section 6 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## SECTION 7 - DISPUTE RESOLUTION

7.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as a sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 8 or this dispute resolution process (venue and jurisdiction for which would be in Jefferson City, Missouri).

7.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion 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 production, which shall not be admissible in the Commission proceeding or arbitration described below or in any lawsuit without concurrence of both Parties.

7.3 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be brought in any lawful forum for resolution unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be held in Kansas City, Missouri, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

7.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") and include in such notice the specific details and reasons for

disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid, with late charges as provided in Section 5.3, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after thirty (30) days from the receipt of the invoice, shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable.

7.5 No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

#### SECTION 8 - CONFIDENTIAL INFORMATION

8.1 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. If a Party is obligated to turn over, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate

assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

## SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Neither Party assumes any liability for any act or omission of the other Party in the furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

9.3 In any event, each Party's liability for all claims arising under this Agreement, or under the provision of the service provided under this Agreement, shall be limited to the amount of the

charges billed to the Party making a claim for the month during which the claim arose.

#### SECTION 10 - TERM OF AGREEMENT

10.1 This Agreement shall commence on the Effective Date, and shall terminate two (2) years after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party. The Agreement may be terminated by either party at the end of the initial term (or any renewal term) by providing written notice of termination to the other Party at least ninety (90) days in advance of the expiration of the initial term or any renewal term thereof. In the event such notice of termination is provided, and either party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement.

#### SECTION 11 - INDEPENDENT CONTRACTORS

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

## SECTION 12 - THIRD PARTY BENEFICIARIES

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

## SECTION 13 - GOVERNING LAW, FORUM AND VENUE

13.1 The construction, validity, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Missouri, except when Federal law may be controlling, in which case federal law will govern.

## SECTION 14 - ENTIRE AGREEMENT

14.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

## SECTION 15 - NOTICE

15.1 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 or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

In the case of Dobson to:

**To Dobson:**

Timothy J. Duffy  
Sr. Vice President and CTO  
Dobson Cellular Systems, Inc.  
14201 Wireless Way  
Oklahoma City, OK 73134  
Tele. No.: 405/529-8500  
Fax No.: 405/529-8555

**Copy to:**

Leon M. Bloomfield  
Wilson & Bloomfield, LLP  
1901 Harrison St., Suite 1620  
Oakland, CA 94612  
Tele. No.: 510/625-8250  
Fax No.: 510/625-8253

In the case of Lathrop:

**To Company:**

Wendel Myers  
Lathrop Telephone Company  
P.O. Box 167  
1001 Kentucky Street  
Princeton, MO 64673  
Tele. No.: 660/748-3231  
Fax No.: 660/748-4747

**Copy to:**

W.R. England, III  
Brydon, Swearngen & England  
312 E. Capitol Avenue  
Jefferson City, MO 65101  
Tele. No.: 573/635-7166  
Fax No.: 573/634-7431

or to such other address as either Party shall designated 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 first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy; provided, however, that the Party giving notice must be able to demonstrate actual receipt of notice (for example, by return receipt of certified mail, or by fax or email confirmation). Notice received after 5:00 p.m. local time of the receiving party, or received on a Saturday, Sunday or holiday recognized by the United States government, shall be deemed to have been received the following business day.



## SECTION 16 - FORCE MAJEURE

16.1 The Parties shall comply with applicable orders, rules, or regulations of the FCC and the Commission and with applicable Federal and State law during the terms of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

## SECTION 17 - TAXES

17.1 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

## SECTION 18 - ASSIGNMENT

18.1 Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, 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 or a third party acquiring all or substantially all of the assets of the assigning Party. In the case of such assignment, the assigning Party shall provide written notice to the other Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

## SECTION 19 - TERMINATION OF SERVICE TO EITHER PARTY

19.1 If either Party fails to pay when due any undisputed charges billed under this Agreement ("Undisputed Unpaid Charges"), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, the billing Party may elect to block further traffic from the billed Party only by means of the following procedure:

19.2 The billing Party shall provide the billed Party, and the manager of the telecommunications department of the Missouri Public Service Commission, written notice by certified mail (return receipt requested) at least thirty (30) days prior to implementing blocking. Such notice shall clearly indicate the reason(s) for blocking, the date blocking will begin, an explanation of what action the billed carrier should take to prevent blocking, when this corrective action must be completed by, and the person to contact to obtain further information.

19.3 If the billed Party disputes the proposed blocking, the billed carrier should immediately seek formal action by the Commission through the filing of a formal complaint providing all relevant evidence refuting any stated reasons for blocking, and including a request for expedited resolution.

19.4 If the billed Party files a formal complaint, the billing carrier will refrain from blocking (or cease blocking if blocking has already commenced), pending the Commission's decision.

## SECTION 20 - MISCELLANEOUS

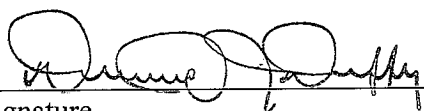
20.1 This Agreement is not an interconnection agreement under 47 U.S.C. 251(c). The Parties acknowledge that Lathrop claims that it is entitled to a rural exemption as provided by 47 U.S.C. 251(f), and Lathrop does not waive such exemption by entering into this Agreement.

20.2 In the event that any effective legislative, regulatory, judicial, or other legal action affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein.

20.3 Pursuant to Section 252(i) of the Act, and subject to any limitations established under applicable law, Dobson shall have the right to opt into or adopt any other interconnection agreement otherwise entered into by Lathrop and approved by the Commission.

This Agreement is executed this 11 day of September, 2007.

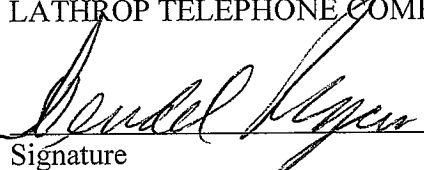
DOBSON CELLULAR SYSTEMS, INC.

  
Signature

Timothy J. Duffy  
Name

N. Vice President, CTO  
Title

LATHROP TELEPHONE COMPANY

  
Signature

Wendel Myers  
Name

General Manager  
Title

APPENDIX 1  
TO THE AGREEMENT BETWEEN  
LATHROP TELEPHONE COMPANY AND DOBSON.

1.1 Rates

The Parties shall provide each other Reciprocal Compensation for the transport and termination of Telecommunications Traffic at the following rates per conversation minute of use:

Termination	\$0.0069 per minute of use (MOU)
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Lathrop shall compensate Dobson for the transport and termination of Telecommunications Traffic originating by end users on Lathrop's network. Dobson shall compensate Lathrop for the transport and termination of Telecommunications Traffic originating by end users on Dobson's network.

1.2 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Telecommunications Traffic over connecting facilities, and shall not apply to any other traffic or services, including without limitation:

1.2.1 InterMTA traffic;

1.2.2 Traffic which either does not originate on one Party's network or does not terminate on the other Party's network;

1.2.3 Paging traffic; and

1.2.4 ISP traffic.

1.3 InterMTA Factor

Initial InterMTA Factor = 0%

1.4 Traffic Factors

The following default percentages will be used until adjusted pursuant to the previous section.

Mobile to Land Traffic (MTL)	78%
Land to Mobile Traffic (LTM)	22%

Either Party may request to revise the InterMTA or Traffic Factors no more than once every twelve (12) months, based on a recent sixty (60) day average of actual usage. At the written request of either Party to revise the default percentages for reciprocal compensation, the default percentages will be adjusted based on the Parties' respective percentages of all intraMTA (and/or interMTA) traffic exchanged by the Parties. Any adjustments to the default percentages that is agreed upon by the Parties or otherwise resolved pursuant to Section 7, will be effective the next billing cycle after the receipt of the written request. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section 7.

#### 1.5 Net Billing

Lathrop will calculate the amount Dobson owes Lathrop based on one hundred percent (100%) of the IntraMTA traffic originated by Dobson and delivered to Lathrop for termination. Lathrop will calculate the estimated Lathrop traffic delivered to Dobson for termination based on the following formula: Total Minutes of Use will be calculated based on total IntraMTA MOUs (identified by CTUSR records, ATIS/OBF EMI Category 11-01-XX Records, or other mutually acceptable calculation) less any InterMTA traffic, divided by 78% (MTL percent). The Total Minutes of Use will then be multiplied by 22% (LTM percent) to determine the traffic originated by Lathrop and delivered to Dobson for termination. Lathrop will bill Dobson based on the total amount Dobson owes Lathrop minus the amount Lathrop owes Dobson.

#### 1.6 Conversation Time

For purposes of billing compensation for the interchange of Telecommunications Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision.