

9. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

B. Use of SWBT Trademarks

LSP shall not, without SWBT's written authorization, offer the services covered by this Agreement using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates. Nor shall LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to LSP's own end users. LSP may brand services included in this Agreement with its own brand name, but SWBT shall not be responsible for providing such branding.

C. Network and Service Order Conditions

1. SWBT's obligation to provide the services available for resale under this Agreement is subject to the availability of existing network facilities.
2. When LSP converts an end user currently receiving non-complex service or complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of \$5.00 on interim basis, subject to true-up, as provided in the OCC order in PUD-218. Permanent rates for such conversions will be established by the Commission when cost studies are complete. If LSP adds features or services when initially changing an end-user to the LSP's service, LSP will be charged the change charge and the wholesale nonrecurring charge, if applicable, for any additional services or features added.
3. For the purposes of ordering service under this Agreement, all requests for service shall be handled as an initial request for service under one service order. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.

IV. ADDITIONAL SERVICES

A. 911/E911

1. Access to the 911 or E911 service, available to SWBT end users in the area(s) served by LSP, shall be made available to LSP's end users.
2. LSP, shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
3. When requested by SWBT, LSP shall timely provide accurate and complete information on each of LSP's end users as needed for the provisioning of 911 service to LSP's end users. Such information shall be in a format determined by SWBT.

B. Dialing Parity

1. Local Dialing Parity

SWBT agrees that local dialing parity shall be available to LSP. That is, end users of SWBT and end users of LSP shall have the same exchange boundaries, such customers shall be able to dial the same number of digits when making a "local" call.

2. IntraLATA Toll Dialing Parity.

SWBT agrees to make intraLATA toll dialing parity available in accordance with Section 251(b)(3) of the Telecommunications Act of 1996.

C. White Page Directories: Listings, Distribution and Information Page

1. At LSP's request, SWBT shall provide nondiscriminatory access to White Pages directory listing and distribution services under the terms and conditions described herein:
 - a) SWBT shall provide, at no additional charge, a straight line listing in the appropriate SWBT white pages for each of LSP's local exchange service end users. Subscriber listing information shall, however, remain the property of SWBT.

- b) Enhanced Listing Services (e.g., signature listings) can be purchased by LSP for its end users on a per listing basis. LSP shall pay SWBT for all such listings provided to LSP's end users. The discounts applicable to Listing Services are contained in Attachments A and B to this agreement.
- c) LSP end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Agreement.

SWBT, or its agents shall deliver a White Pages Directory to LSP end user's premises at the same time that such directories are delivered to SWBT end users. If an LSP's end user already has a current SWBT directory, SWBT shall not be required to deliver a new directory to that end user until the new directories are published for that end user's location.

- d) When LSP seeks delivery of SWBT directories in bulk to LSP's premise or when LSP seeks delivery to LSP's end users, other than pursuant to Paragraph c) above LSP shall pay a \$10 per book charge.
- e) LSP agrees that SWBT owns the listing information in its listing subscriber system (LSS) and DA data bases pertaining to WOLD's subscribers in the resale environment (resale subscribers) and SWBT may use this information in publishing its own directories or in third party directories and in providing directory assistance.

2. Information Page

- a) At LSP's request, SWBT shall include in the "Informational Page" section of SWBT's White Pages directory, for those geographical areas in which LSP provides local exchange service, LSP's customer contact information regarding emergency services, billing and service information, repair services and other pertinent information similar to that provided by SWBT in its "Informational Pages." Such information shall be included on the same page with other LSP information.

- b) At LSP's option, LSP shall be provided a single "Informational Page" (one side of one page) in the informational section of the White Pages directory covering a geographic area where an LSP provides local exchange service. This page shall be no different in style, size, color and format than SWBT "Informational Pages." Sixty (60) days prior to the directory close date, the LSP shall provide to SWBT the "Informational Page" in the form of camera-ready copy. The charges associated with this service vary from geographic market to market, and are charged outside this Agreement.

D. Directory Assistance (DA)

- 1. SWBT shall provide access to DA to LSP's end users. LSP shall pay the charges associated with the use of such services by LSP's end users. The discounts applicable to such services are contained in Attachments A and B, which are attached hereto and made a part hereof.

2. Liability

- a) LSP hereby releases SWBT from any and all liability for damages due to errors or omissions in LSP's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. To the extent LSP reimburses its end user subscriber any listing charge due to errors or omissions caused directly by SWBT, SWBT shall reimburse LSP any associated wholesale rate.
- b) LSP shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in LSP's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. LSP shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against

LSP and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in LSP's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the LSP, in which event the LSP shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

E. Operator Services (OS)

1. SWBT shall provide access to Operator Services to LSP's end users. LSP shall pay the charges associated with the use of such services by LSP's end users. The discounts applicable to such services are contained in Attachments A and B, which are attached hereto and incorporated by reference.
2. SWBT shall provide Line Status Verification and Busy Line Interrupt on calls made on SWBT's network to LSP end users. LSP shall pay SWBT associated charges when its end users request such services, with discounts to apply as listed in Attachments A and B.
3. SWBT will begin offering re-branding of directory assistance and operator services in the name of the LSP starting March 1, 1997, and will complete implementation of this process in all SWBT operator and directory assistance platforms by June 30, 1997. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand LSP operator services and directory assistance calls that are branded by live operators. SWBT will not offer interim unbranding of directory assistance and operator services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

V.

RESPONSIBILITIES OF SWBT

- A. SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available.
- B. SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users. LSP, on behalf of its end users, shall be entitled to a service guarantee under the same terms and conditions as contained in SWBT's corresponding tariff under Service Guarantee.
- C. LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.

- D. SWBT will provide LSP with the detailed billing information in a standard electronic format necessary for LSP to issue a bill to its end users. LSP shall have the option of receiving daily usage to monitor the patterns of its end user's usage sensitive services as outlined in Article X.D.
- E. SWBT will develop electronic interfaces for the pre-ordering, ordering, provisioning, maintenance, repair, and billing for services provided under a resale agreement. SWBT will adhere to the developing of national standards with respect to each interface to be developed and implemented. The schedule of implementation of the interfaces shall be those target dates indicated by SWBT on Exhibit No. 83, as revised and amended in Docket PUD-218.

VI. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

Cooperation on Fraud

SWBT shall not be liable to LSP for any fraudulent usage on LSP's end users' accounts.

The Parties agree to cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

At a minimum, such cooperation shall include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges, when such end user seeks service from the other Party. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

VII. CHANGES IN SUBSCRIBER CARRIER SELECTIONS

- A. Prior to submitting an order under this Agreement, LSP shall obtain written documentation from the end user confirming the end user's request or such documentation as may be required by applicable federal or state laws and regulations. LSP shall make authorization available to SWBT upon request.
- B. SWBT shall be free to connect the end user to any LSP based upon the LSP's request.
- C. Only an end user can initiate a claim of unauthorized change. If an end user notifies SWBT or LSP that its local service provider of record has been changed without authorization (slammed), and wishes to be served by the other Party, the Party receiving such request shall be free to immediately provide service to such end user.
- D. Neither Party shall be obligated by this Agreement to investigate any allegations of slamming on behalf of the other Party or a third party. If SWBT agrees to investigate an alleged incidence of slamming on behalf of LSP, SWBT shall charge LSP a \$50 investigation fee.
- E. When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall

notify the end user's local service provider of record of such order coincident with processing the order. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.

- F. The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- G. Nothing herein shall be interpreted to apply to conversion of LSP end users pursuant to Article XIII. (Termination of Service to LSP).

VIII.

ADDITIONAL RESPONSIBILITIES OF LSP

A. Payment of Rates and Charges

1. LSP is solely responsible for the payment of charges for all services furnished under this Agreement including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any other retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.
2. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of retail services provided directly to the end user by SWBT as described in paragraph 1 above.
3. Compensation for all services shall be paid by LSP regardless of LSP's ability or inability to collect charges from its end user for such service.
4. If LSP does not wish to be responsible for collect, third number billed, toll, 900 and 976 calls, it must order the appropriate blocking for resold lines under this Agreement and pay any applicable charges. LSP acknowledges that blocking is not available for certain types of calls, including 800 numbers. If appropriate blocking is in place, any exchange carrier originated charges resulting in errors that are billed by SWBT to LSP will be credited to the LSP.

B. Interfaces with SWBT

LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Agreement.

C. Repair Contact Arrangements

LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number.

D. LSP Operating Company Number (OCN)

For the purposes of establishing service and providing efficient and consolidated billing to the LSP, the LSP is required to provide SWBT its authorized and nationally recognized OCN.

E. Special Service Arrangements

For special service arrangements for LSP not covered under this Agreement, special charges shall apply as provided in the applicable corresponding tariffs.

IX. NONEXCLUSIVITY

This Agreement is nonexclusive. LSP acknowledges that SWBT will be providing the same or similar services to other local services providers in accordance with negotiated agreements which will be filed with the appropriate state commission(s). LSP also acknowledges that SWBT may, upon end user request, provide any and all of the services provided to LSP under this Agreement directly to the end users. SWBT acknowledges that LSP may obtain the same or similar services from other local exchange companies.

X. SUPPORT SYSTEMS SERVICES

A. Support Systems Services

1. Transfer of Service Announcements (Intercept)

The Party formerly providing service to an end user shall provide a Basic Referral announcement, reciprocally and free of charge on the abandoned telephone number. The announcement states that the called number has been disconnected or changed and provides the end user's new telephone number to the extent that it is listed. SWBT shall provide an intercept referral on behalf of the LSP to their end user as indicated on the appropriate service order.

Basic Intercept Referral Announcements are to be provided on residential numbers for a minimum of thirty (30) days where facilities exist and the threat of telephone number exhaustion is not imminent.

Basic Intercept Referral Announcements for single line business end users and the primary listed telephone number for Direct Inward Dial (DID) and "Centrex-type" end users, shall be available for a minimum of thirty (30) days or the life of the white pages directory, whichever is greater. If the threat of telephone number exhaustion becomes imminent for a particular central office, the service provider may reissue a disconnected number prior to the expiration of the directory, but no earlier than thirty (30) days after the disconnection of the business telephone number.

2. Coordinated Repair Calls

SWBT shall be responsible for repairing its own network. However, LSP shall maintain telephone numbers where its end user may call to report instances of trouble.

The Parties shall employ the following procedures for handling misdirected repair calls:

- a. The Parties shall inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.

- b. To the extent the correct provider can be determined, each Party shall refer misdirected repair calls to the proper provider of local exchange service, at no charge, and shall provide the end user the contact telephone number provided by the other party.
In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.
- c. The Parties shall provide each other their respective repair contact numbers.

B. Network Management Controls

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other. A FAX number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users.

C. Law Enforcement and Civil Process

SWBT and LSP shall handle law enforcement requests as follows:

- 1) INTERCEPT DEVICES - Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap and trace or form of intercept on that Party's own facilities, in which case that Party shall comply with any valid request.
- 2) SUBPOENAS - If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena

requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request.

- 3) EMERGENCIES - If a Party receives a request from a law enforcement agency to implement a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other party, the receiving Party will comply so long as it is a valid emergency request. In the case of the LSP, the LSP shall refer such request to SWBT and SWBT shall honor such request in accordance with this paragraph. Neither Party shall be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

D. Usage Data

No sooner than January 1, 1997 and on no less than 60 days advance notice, LSP may request SWBT to make certain usage information available to LSP on a daily basis via a mechanized feed. The information will consist of usage sensitive charges SWBT will bill to LSP arising out of the use of resold lines. LSP agrees to pay SWBT \$.003 per message for this service.

XI. CALL TRACE

LSP end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify LSP of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with LSP's end user (whether that end user is the victim or the suspect) will be coordinated through the LSP.

LSP understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be the LSP's responsibility to provide additional information necessary for any police investigation. LSP shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution.

XII. TAXES

LSP shall be responsible for all federal, state or local, sales, use, excise or gross receipts taxes or fees imposed on or with respect to the services provided under this Agreement including those taxes and fees, imposed on SWBT. LSP shall reimburse SWBT for the amount of any such taxes or fees which SWBT is required to pay or collect for services provided to LSP hereunder.

XIII. TERMINATION OF SERVICE TO LSP

- A. If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days. If any portion of an amount due to SWBT under such agreement is subject to a bona fide dispute between the Parties, LSP shall within fourteen (14) days of its receipt of the invoice containing such disputed amount give notice to SWBT of the amounts it disputes and include in such notice the specific details and reasons for disputing each item. LSP shall pay when due (i) all undisputed amounts to SWBT and (ii) all disputed amounts into an interest bearing escrow account with a third part escrow agent mutually agreed upon by the Parties.
- B. If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.
- C. Disputes hereunder shall be resolved in accordance with the procedures identified in Article XIX (Dispute Resolution). Failure of LSP to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this Article.
- D. If any LSP charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be switched to SWBT local service. SWBT will also suspend order acceptance at this time.

- E. If any LSP charges remain unpaid or undisputed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges, and that its end users must select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- F. If any LSP charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.
- G. Within five (5) days of the transfer (50 days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- H. SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- I. If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- J. Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- K. After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT

shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.

XIV. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, cable cuts, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

XV. LIMITATION OF LIABILITY

SWBT's liability, if any, for its gross negligence or willful misconduct is not limited by its corresponding tariffs. With respect to any other claim or suit, by a LSP or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the LSP for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. In no event shall SWBT be responsible for any special, indirect, consequential or exemplary damages. This liability shall be in addition to any amounts that may otherwise be due to the LSP under corresponding tariffs as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the LSP or which arise from the use of LSP-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

SWBT shall be indemnified and held harmless by the LSP against claims and damages arising from provision of the LSP's services or equipment except those directly associated with the provision of local service to the LSP which is governed by corresponding tariffs.

SWBT shall be indemnified and held harmless from all claims and damages arising from the discontinuance of service for nonpayment to SWBT by the LSP. Notice of discontinuance shall be as specified in the Substantive Rules of the State Commission.

SWBT shall have no liability to the end users of the LSP for claims arising from the provision of the LSP's service to its end users including but not limited to, claims for interruption of service, quality of service or billing disputes.

When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by SWBT's lines, SWBT is not liable for any act or omission of the other companies or carriers.

XVI.

NONDISCLOSURE

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of, data about each other's customers and each other's business as a result of this Agreement which will be designated as confidential by that Party. Each Party agrees (1) to treat all such data as strictly confidential and (2) to use such data only for purposes of performance under this Agreement. Each Party agrees not to disclose data on the other Party's customers or business which has been designated as confidential to any person without first securing the written consent of the other Party. The foregoing shall not apply to information which is in the public domain.

If a court or governmental agency orders or a third party requests a Party to disclose or to provide any data or information covered by this Section, that Party will immediately inform the other Party of the order or request both by telephone and overnighted mail before disclosing the data or information. Notification and consent requirements described above are not applicable in cases where a court order requires the production of toll billing records of an individual residence or business end user customer.

This section will not preclude the disclosure by the Parties of information or material described in this Section to consultants, agents, or attorneys representing the respective Parties or the Office of the Public Counsel for the state of Oklahoma and state regulatory commissions or staffs, or FCC

Staff, provided that these third parties are bound by the same or comparable confidentiality requirements as the Parties to this Agreement. The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

Pursuant to Section 222 of the Act, both Parties agree to limit their use of proprietary information received from the other to the permitted purposes identified in the Act.

XVII. PUBLICITY

The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

XVIII. ASSIGNMENT

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Assignment without consent shall be grounds for immediate termination of this Agreement.

XIX. DISPUTE RESOLUTION

A. Finality of Disputes

No claims shall be brought for disputes arising from this Agreement more than 24 months from the date of occurrence which gives rise to the dispute.

B. Alternative to Litigation

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any

controversy or claim of \$25,000 or less, arising out of or relating to this Agreement or its breach. The procedures hereunder may be used with disputes for \$25,000 or more, if mutually agreeable to the Parties.

1. Resolution of Disputes Between Parties to the Agreement

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, 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 settlement are exempt from discovery and production 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, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

2. Arbitration

If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents
- (c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within thirty (30) days of the demand for arbitration. The arbitration shall be held in Oklahoma City. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within twenty (20) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

3. Costs

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

XX. VERIFICATION REVIEWS

Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be

reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a period of time no less than twenty-four (24) months from the date such records are created and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

Each Party's right to access information for verification review purposes is limited to data not in excess of 24 months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the nondisclosure terms of this Agreement.

The Party requesting a verification review shall fully bear its costs associated with conducting the review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, as its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of reviewing Party.

XXI.

COMPLIANCE WITH LAWS

The Parties believe in good faith that the Services to be provided under this Agreement satisfy the requirements of the Act. In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the Services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement, either Party may terminate this Agreement, without penalty, effective the day the affected Party is ordered to implement the modifications deemed required, or effective on the day either Party concludes and gives notice that the Parties will not be able to arrive at any agreement respecting such modifications, whichever date shall occur earlier.

This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the applicable state regulatory Commission and the FCC as a compliance filing, and the Parties

will specifically request that the applicable state regulatory Commission and the FCC refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. In the event the Commission or the FCC rejects any portion or provision of this Agreement or subsequently issues a ruling or order that results in a provision being contrary to law, or is invalid for any reason, the parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or subsequently determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an end user. So long as the Agreement remains in effect, the Parties shall not advocate before any legislative, regulatory, or other public forum that any terms of this specific Agreement be modified or eliminated. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they 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 types of arrangements prescribed by this Agreement.

XXII. CERTIFICATION REQUIREMENTS

LSP warrants that it has obtained all certifications required in those jurisdictions in which LSP has ordered services pursuant to this Agreement.

Subject to restrictions in Article III.A. (Permitted Use of Resold Service by LSP and Its End Users), LSP covenants that any originating service provider utilizing the resold services under this Agreement has obtained all required certification.

Upon request by any governmental entity, the LSP is required to provide proof of certification.

XXIII. EFFECT OF OTHER AGREEMENTS

The Parties agree that pursuant to the requirements of the Telecommunications Act of 1996, a Party shall treat the other Party no less favorably than it treats similarly situated local service providers with whom such Party has an operational interconnection or resale agreement which has been approved by the State PUC or PSC. If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided

in the Other Agreement.

XXIV. NEW SERVICES

SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT shall use the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new service.

XXV. NOTICES

In the event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

SWBT
LSP Account Manager
One Bell Plaza, Rm 0525
Dallas, Texas 75202

LSP
Ron Taylor or Roger Frank
Western Oklahoma Long Distance
501 Gary Boulevard, P. O. Box 486
Clinton, Oklahoma 73601

SWBT will provide ninety (90) days advance notice before the effective date of new products and services and changes to existing products and services that are available for resale. Additionally, SWBT will provide a minimum of forty-five (45) days notice before the effective date of pricing changes for services available for resale. WOLD is not permitted to offer any new product or service before SWBT is permitted to offer such product or service and SWBT should incur no liability to WOLD if the new service or product is not ultimately offered by SWBT or approved by the OCC.

XXVI. BENEFICIARIES

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

XXVII. TERM

SWBT and LSP agree that the initial term of this Agreement shall be for one year and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, at least 60 days in advance of the date of termination. At the

conclusion of the first term, this Agreement shall continue without interruption unless terminated by either Party or superseded by a new Agreement between the Parties. By mutual agreement, SWBT and LSP may amend this Agreement to modify the term of this Agreement. Where LSP has not made arrangements to provide service over its own facilities to its end users, the notification and transfer of end user procedures outlined in Article XIII. D.-F. (Termination of service to LSP) shall apply.

XXVIII. EFFECTIVE DATE

The Parties shall effectuate all the terms of this Agreement within 20 days after the effective date of this Agreement. The effective date of this Agreement shall be the day of Commission Approval or the day the LSP is certified by the State Commission, whichever is later.

XXIX. WAIVER

The failure of either Party to enforce or insist that the other party comply with any of the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms and conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but the Agreement shall be and remain at all times in full force and effect.

XXX. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATION 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, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY LSP WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

XXXI. RELATIONSHIP OF THE PARTIES

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of

the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

XXXII. COMPLETE TERMS

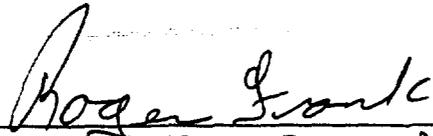
This Agreement, together with its Attachments constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties.

The Corresponding Tariffs and this Agreement (including the Attachments) contain all of the applicable rates and charges to be paid by the LSP to SWBT in connection with SWBT's provision of telecommunications service to LSP for Resale to its end user customers.

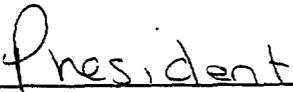
Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

By their signatures in the space provided below, LSP and SWBT indicate their acceptance of this Agreement. This agreement shall not bind LSP and SWBT until executed by both Parties. This Agreement will be governed by and interpreted in accordance with the laws of the State of Oklahoma.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.



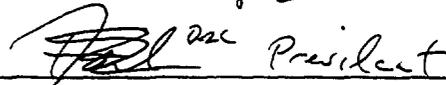
Sign and Print Name: Date: 1-7-97.



Position/Title
Western Oklahoma Long Distance, Inc.



Sign and Print Name: Date: 1/9/97

David R. Leper


Position/Title
Southwestern Bell Telephone Company