November 15, 2005. The term of this Agreement shall be for three (3) years, through November 14, 2008.

6. Consideration

The OTA shall pay Sprint $ [illegible]/session minute for intrastate and other appropriate TRS calls processed under this Agreement.

CapTel services will appear as a separate line item on the monthly invoices and will be paid at $ [illegible]/session minute.

Sprint will work directly with the National Exchange Carriers Association (NECA) for reimbursement of interstate minutes of use. The OTA will not be billed or responsible for interstate relay calls.

7. Project Managers

The Project Manager for Sprint shall be:

Maggie Schoolar
Sprint
1321 Rutherford Lane, Suite 120
Austin, TX 78753
(512) 873-1020

The Project Manager for the OTA shall be:

Kay Seymour
Executive Vice President
Oklahoma Telephone Association
301 Northwest 63rd St. Suite 410
Oklahoma City, OK 73116

Either party may change its Project Manager at any time upon written notice to the other party. All correspondence and transmittals of formal notifications concerning this Agreement shall be addressed to the two Project Managers. The Project Managers shall handle all communications in a timely and cooperative manner. All formal notices, (notices that affect this Agreement or the services provided thereunder), shall be submitted by overnight carrier with signature for receipt required. A change in address shall be noticed in the same manner.

8. Termination for Cause

The OTA may terminate this Agreement for cause upon written notice to Sprint. After receiving written notice of said cause, Sprint shall have thirty (30) calendar days to cure said cause, except in the case of bankruptcy or insolvency, in which case the 30-day

period shall not be applicable. If it is impossible for Sprint to cure said cause within thirty (30) calendar days, it will be sufficient for Sprint to show that it is taking all reasonable steps to cure said cause in an expeditious manner. If Sprint fails to cure said cause to the reasonable satisfaction of the OTA, then the OTA shall so notify Sprint by written notice.

For purposes of this Agreement, cause shall be defined to include, but shall not be limited to, such actions as:

a. failure to establish the TRS in accordance with the terms of this Agreement;

b. gross mismanagement, fraud, or wanton or material negligence;

c. being adjudicated a voluntary or involuntary bankrupt, or otherwise becoming insolvent;

d. any substantial violation of any federal, state, or municipal laws, ordinances, rules or regulations; and

f. any material breach of Sprint's agreement to comply with professional standards and practices relating to the TRS.

In the event this Agreement is terminated for cause, Sprint shall forfeit all future compensation to be paid to Sprint under the terms of this Agreement. Sprint shall not be entitled to any termination costs. In addition to these remedies, the OTA shall retain the right to seek any and all additional rights and remedies afforded by law.

7. Termination Without Cause

The OTA may terminate the Agreement without cause by providing ninety (90) days' prior written notice. Sprint will be entitled to properly allocable costs associated with termination without cause.

8. Records Maintenance

Sprint shall maintain a complete file of all records, documents, communications and other materials that pertain to the operation of the OTA TRS. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Sprint records.

9. Records Retention and Availability

All records, documents, communications and other materials relating to the OTA TRS shall be the property of the OTA and shall be maintained by Sprint in a central location on behalf of the OTA, for a period of three (3) years from the date of final payment under this Agreement or for such further period as may be necessary to resolve any matters

which may be pending, or until an audit has been completed with the following classifications. If an audit by or on behalf of any duly authorized government agency has begun but is not completed at the end of the three (3)-year period, or if audit findings have not been resolved after a three (3)-year period, the materials shall be retained until the resolution to the OTA's satisfaction of the audit findings.

Sprint shall only use any records directly related to this Agreement for the purpose of performing its obligations under this Agreement, and access to these records will be restricted in accordance with Sprint's procedure related to restricted information. Except as noted within this section, or as otherwise required by law or regulation, Sprint will not disclose any records related to this Agreement to any third party.

Sprint shall maintain complete and accurate records of all amounts billable to and payments made by OTA hereunder in accordance with standard recognized accounting practices.

10. Assignment

Except for the subsidiaries, affiliates or successors of Sprint, and Sprint's currently approved subcontractor CSD, PRC, New Mexico Relay Network, Captel, Inc., and Weitbrecht Technologies, Inc., Sprint may not transfer by assignment, subcontract or novation its obligations to perform under this Agreement or any part thereof, unless the prior written approval of the OTA as to each assignment or subcontract has been secured.

Except for subsidiaries, affiliates or successors, Sprint may not, without prior written consent of the OTA, assign any right that it may have under this Agreement; consent may be given or withheld in the sole discretion of the OTA, provided that such assignment is expressly made subject to all defenses, setoffs or counterclaims which would be available to the OTA against Sprint in the absence of such assignment. Such assignment must be in writing and delivered to the OTA not less than fourteen (14) days prior to the rendering of an invoice.

The OTA's consent to one or more assignment(s) or subcontractors hereunder shall not constitute a waiver or diminution of the OTA's absolute right to consent to each and every subsequent assignment or subcontractor.

In the event of any subcontract hereunder to which the OTA has consented, each such subcontract shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the OTA.

The OTA, with the prior written consent of Sprint, may assign this contract, as well as all rights and liabilities under it, to the State of Oklahoma.

11. Force Majeure

Neither the OTA nor Sprint shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party which such party could not, by due diligence, have avoided. Such causes, including, but not limited to, acts of God, acts of governmental authority, floods, explosions and riots, shall not relieve the affected party of liability in the event of its failure to use diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of obligations. Notwithstanding the events described in this section, the OTA may, upon written notice to Sprint and without incurring any liability to Sprint, terminate this Agreement in the event the TRS is interrupted for ten (10) consecutive days.

12. Limitation of Liability

For any claim or cause of action arising under or related to this contract:

- Neither party shall be liable to the other for punitive, special or consequential damages, even if it is advised of the possibility of such damages; and

- Sprint's liability for damages of any kind to the State of Oklahoma shall be limited to the lesser of $100,000 or the total amount paid to Sprint under this contract during the twelve months immediately preceding the accrual of the claim or cause of action resulting in such damages.

13. FCC Requirements

Sprint will provide a TRS that is compliant with all FCC requirements for this type of service. If and when the FCC mandates new or changed requirements and if such requirements should impact Sprint's cost of providing this service, OTA and Sprint agree to make good faith efforts toward negotiating a mutually acceptable change in price for the revised service(s).

14. Severability

In the event that any provision of this Agreement shall be held unlawful or otherwise unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable, provided, however, that this Agreement, as revised, is consistent with the parties' original intent.

15. Headings

The headings used in this Agreement are for convenience of reference and are not intended to limit or define the test of any paragraph herein.

16. Taxes, Fees and Licenses

All sales, property, excise and other federal, state and local taxes, licenses or fees, if any, resulting from this Agreement, shall be paid by Sprint.

17. Transition to New Vendor

At the conclusion of the term of this Agreement, Sprint agrees to cooperate with the new vendor for the service and to provide assistance to facilitate the transition of the service to the new vendor.

18. Laws, Rules and Regulations

This Agreement and all obligations hereunder are subject to all applicable laws, rules and obligations and orders or rulings of any authorized federal or state government, court, agency or commission. This Agreement is subject to changes or modifications that may from time to time be directed by the FCC or OTA. Any such changes or modifications shall be subject to the procedure set forth in this Agreement. All requests for changes of work within this Agreement shall be in writing between the Project Manager for the OTA and the Project Manager (Contracts) for Sprint.

19. Conflict of Interest

Sprint represents and warrants that no officer, director, employee or agent of OTA, or any of its members, has been retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration, by or from Sprint or any of Sprint's officers, directors, employees or agents in connection with the obtaining, arranging or negotiation of this Agreement.

20. Independent Contractor

It is understood and agreed that Sprint will perform this Agreement as an independent contractor and not as an agent, employee or partner of the OTA, or any of its members.

21. Entire Agreement, Counterparts

This Agreement and Sprint's Proposal, including the Oklahoma Relay Standard Features Matrix (attached hereto as Exhibit A), dated January 28, 2005, constitute the entire Agreement between the parties hereto. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. No changes,

alternatives or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and same instrument. If there is a conflict between this Agreement and Sprint's Proposal, dated January 28, 2005, Sprint's Proposal shall take precedence.

22. Hold Harmless and Indemnity

Sprint shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the work to be done under this Agreement. Sprint shall save and hold harmless and defend the OTA, its officers, agents, employees, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of Sprint or its subcontractors, agents or employed under this Agreement.

23. Signatures

As indicated by the signatures below, both parties hereby agree to the terms and conditions set forth herein and referenced hereunder.

OKLAHOMA TELEPHONE ASSOCIATION	**SPRINT COMMUNICATIONS COMPANY, L. P.**
Kay Seymour	
Printed Name: Kay Seymour	Printed Name: Karen B. King
Title: Executive Vice President	Title: Manager, Government Contracts
Date: 9-22-05	Date: 9-13-05

Appendix W: Copy of Phone Bill with Surcharge Rate or Legislative Order

AUG 16-2007 MONTHLY SERVICES 580/[redacted] PAGE 2 OF 4

INTERNET

		QTY	AMOUNT	TOTAL
TEL# 007/[redacted] - JETNET				
JETNET EXTENDED REACH ADSL		1	35.99	
TOTAL - MONTHLY SERVICES	FOR: 007/[redacted]			$35.99
INTERNET	- TOTAL MONTHLY CHARGE			$35.99

TELEPHONE

		QTY	AMOUNT	TOTAL
TEL# 580/[redacted]				
(@) LNP RECOVERY CHARGE		1	.28	
LINE MAINTENANCE-RES		1	1.50	
(@) OCC ASSESSMENT FEE		1	.04	
(@) OK TELECOMMUNICATIONS RELAY SV		1	.04	
OKLA SENATE 566 SURCHAGE		1	.05	
(@) LINE ACCESS-RESIDENCE		1	16.15	
(@) SUBSCRIBER LINE CHARGE		1	6.50	
FEDERAL TAXES			.68	
STATE TAXES			1.09	
COUNTY			.25	
TOTAL - MONTHLY SERVICES	FOR: 580/[redacted]			$26.58
TELEPHONE	- TOTAL MONTHLY CHARGE			$26.58

CELLULAR SERVICES

		QTY	AMOUNT	TOTAL
TEL# 580/[redacted] - Wireless				
MAILCALL 10		1	1.50	
NATIONWIDE PLAN 1 FEE		1	44.99	
GOVERNMENT AND REGULATORY FEE		1	1.50	
FEDERAL TAXES			.10	
STATE TAXES			2.16	
COUNTY			.49	
TOTAL - MONTHLY SERVICES	FOR: 580/[redacted]			$50.74
CELLULAR SERVICES	- TOTAL MONTHLY CHARGE			$50.74

TOTAL - MONTHLY SERVICES $113.31

(@) Non-payment of this charge(s) may result in disconnection of your Basic Local Service.

AUG 16-2007 OTHER CHARGES AND CREDITS 580/[redacted]

TELEPHONE

		AMOUNT	TOTAL
TEL# 580/[redacted]			
(@) FEDERAL UNIVERSAL SERVICE FUND		.77	
(@) TEXAS COUNTY 911 FEE		.81	
(@) OKLAHOMA UNIVERSAL SERVICE FEE		.05	
TOTAL - OTHER CHARGES/CREDITS	FOR: 580/[redacted]		$1.63
TELEPHONE	- TOTAL OTHER CHARGES		$1.63

CELLULAR SERVICES

		AMOUNT	TOTAL
TEL# 580/[redacted] - Wireless			
FEDERAL USF AIRTIME/MONTHLY		2.29	
OKLAHOMA USF-CELLULAR		.09	
TOTAL - OTHER CHARGES/CREDITS	FOR: 580/[redacted]		$2.38
CELLULAR SERVICES	- TOTAL OTHER CHARGES		$2.38

TOTAL - OTHER CHARGES/CREDITS $4.01

(@) Non-payment of this charge(s) may result in disconnection of your Basic Local Service.

BILL DETAIL EXPLANATIONS

LINE ACCESS:
This is the local service charge which includes the calls you place within your calling area. (These are direct dial calls you place without dialing a 1 or 0 as the first digit).

SUBSCRIBER LINE CHARGE:
This is a FCC mandated charge which is billed on every telephone line to support the Universal Service Fund. This fund allows high cost companies to keep local rates affordable.

OKLAHOMA STATE ASSESSMENT FEES:
These fees are collected for the following:
*The Oklahoma Corporation Commission assessment fee.
*The Oklahoma Telecommunications Relay Service fee to support telecommunications services for the hearing impared.
*The Oklahoma Senate Surcharge used to provide assistance to handicapped, such as specialized telephone equipment.

CALLING FEATURES:
This charge includes all optional features you have on your line. Examples: Call waiting, Speed Dialing, Call Forwarding, Caller ID, etc.

Payments made, but not shown, should be deducted from the total due when paying this bill. When paying a bill - please write the Account # of that bill on your check and return the bar-coded copy.

Bills are due and payable upon issurance and are delinquent if not in our business office by the date shown. Service for which payment is delinquent is subject to disconnection and will be reconnected only after payment of the full amount due plus a reconnection charge.

Payments not received in our business office by delinquency date may be subject to a late payment charge.

Additional business offices where payments may be made:
Beaver 115 Douglas
Laverne Town Office Building 7th & Oklahoma
Boise City 115 West Main

Permanently Printed Form 18861 - Side 2

Appendix X: Copy of Letter to FCC Regarding Substantive Changes

OKLAHOMA TELEPHONE ASSOCIATION

301 N.W. 63rd Street, Suite 410
Oklahoma City, Oklahoma 73116
(405) 840-1800
Facsimile (405) 840-2377
e-mail: ota@brightok.net

September 11, 2007

Mr. Thomas Chandler
Chief, Disability Rights Office
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, D. C. 20554

Dear Mr. Chandler:

Pursuant to 64.605(f), this is to inform you of substantive changes in the Oklahoma Telecommunications Relay Service (TRS) program. The changes are as follows:

1. Project Manager for the Oklahoma Telephone Association (OTA) has changed from Kay Seymour to Bob Stafford. No change in address or contact information.
2. In addition to standard Telecommunications relay services, Sprint, the provider of the TRS service for Oklahoma, is providing *CapTel*, an FCC-approved enhanced Voice Carry Over (VCO) service. This service complies with applicable FCC mandatory minimum standards for Enhanced VCO Service. Sprint began offering CapTel service in November, 2005.
3. Outreach – Sprint will provide a dedicated outreach budget of $40,000 annually to increase awareness and familiarity of Relay Oklahoma among the users of the service as well as other citizens and businesses. Sprint also provides the services of an Account Manager to service the outreach needs for the State.

The OTA certifies that the Oklahoma TRS program continues to meet federal minimum standards.

Sincerely,

Bob Stafford
Executive Vice President

CC: Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, D.C. 20554

Serving the Oklahoma Telecommunications Industry Since 1935

DOCKET NO. 03-123

DOCUMENT OFF-LINE

This page has been substituted for one of the following:

o This document is confidential (NOT FOR PUBLIC INSPECTION)

o An oversize page or document (such as a map) which was too large to be scanned into the ECFS system.

o Microfilm, microform, certain photographs or videotape.

o Other materials which, for one reason or another, could not be scanned into the ECFS system.

The actual document, page(s) or materials may be reviewed (EXCLUDING CONFIDENTIAL DOCUMENTS) by contacting an Information Technician at the FCC Reference Information Centers) at 445 12th Street, SW, Washington, DC, Room CY-A257. Please note the applicable docket or rulemaking number, document type and any other relevant information about the document in order to ensure speedy retrieval by the Information Technician