

WSP SERVICE AGREEMENT

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Additional Attachments

WSP SERVICE AGREEMENT

This WSP Service Agreement ("Agreement"), including the Appendix or Appendices attached hereto, is entered into by and between Chariton Valley Communication Corporation, Inc., a Telecommunications Carrier providing Commercial Mobile Radio Service (herein after referred to as Wireless Service Provider or "WSP"), and SBC-13STATE (as defined herein) (collectively, "the Parties").

1. INTRODUCTION

- 1.1 This Agreement sets forth the terms and conditions under which SBC-13STATE agrees to provide WSP with Transit Traffic Service, non 251/252 telecommunications-related service provided by SBC-13STATE to WSP only in the State of Missouri.
- 1.2 The Parties acknowledge that this agreement is a private commercial agreement and to the extent required (and not exempted), the Parties understand and agree that this Agreement will be filed with the Federal Communications Commission pursuant to 47 U.S.C. § 211. The Parties acknowledge and agree that it is SBC-13STATE's position that the provisions set forth in this Agreement are not subject to Sections 251/252 of the ACT and are not subject to negotiation and/or arbitration under Section 252 of the Act and that disputes concerning this Agreement shall not be brought before any State Commission or the FCC. Except as otherwise provided herein, this Agreement shall not be filed with any State Commission or with the FCC, unless requested by such agency. All disputes that arise under this Agreement shall be resolved pursuant to the Dispute Resolution provisions of this Agreement.

2. DEFINITIONS

- 2.1 **Act or Telecommunications Act** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C
- 2.2 **Affiliate** is as defined in the Telecommunications Act of 1996.
- 2.3 **Appendix or Appendices** to this Agreement are described below.
- 2.4 **Claim** means any pending or threatened claim, action, proceeding or suit.
- 2.5 **Commercial Mobile Radio Service or CMRS** is as defined in the ACT and the FCC rules.
- 2.6 **Commission** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means all of the following agencies listed:
 - 2.6.1 Arkansas Public Service Commission (AR-PSC)
 - 2.6.2 Public Utilities Commission of the State of California (CA-PUC)
 - 2.6.3 Connecticut Department of Public Utility Control (DPUC)
 - 2.6.4 Illinois Commerce Commission (IL-CC)
 - 2.6.5 Indiana Utilities Regulatory Commission (IN-URC)
 - 2.6.6 Kansas Corporation Commission (KS-CC)
 - 2.6.7 Michigan Public Service Commission (MI-PSC)
 - 2.6.8 Missouri Public Service Commission (MO-PSC)
 - 2.6.9 Public Utilities Commission of Nevada (NV-PUC)
 - 2.6.10 Public Utilities Commission of Ohio (PUC-OH)

- 2.6.11 Oklahoma Corporation Commission (OK-CC)
- 2.6.12 Public Utility Commission of Texas (PUC-TX)
- 2.6.13 Public Service Commission of Wisconsin (PSC-WI)
- 2.7 **Customer Proprietary Network Information (CPNI)** is as defined in Section 222 of the Telecommunications Act.
- 2.8 **End User** means a Third Party residence, business, and/or wireless subscriber to Telecommunications Services provided by a Telecommunications Carrier, including any of the Parties, at retail. It also means a Third Party that is a retail subscriber to CMRS when using the network of a CMRS provider. As used herein, the term "End User" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.9 **"Facility"** means the wire, line, or cable used to transport traffic between the Parties' respective networks.
- 2.10 **Interconnection** is as defined in the Act.
- 2.11 **LEC** means a Local Exchange Carrier as defined in the ACT.
- 2.12 **Loss or Losses** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities, and expenses (including attorneys' fees).
- 2.13 **Person** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 2.14 **SBC Communications Inc. or SBC** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.15 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 2.16 **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.17 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.18 **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 2.19 **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 2.20 **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable SBC-owned ILEC doing business in Connecticut.

- 2.21 **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 2.22 **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 2.23 **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 2.24 **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 2.25 **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.26 **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 2.27 **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 2.28 **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 2.29 **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 2.30 **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.31 **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 2.32 **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 2.33 ***Telecommunications, Telecommunications Carrier and Telecommunications Service are as defined in the Act.***
- 2.34 ***Third Party*** means any person other than a Party.

3. DESCRIPTION OF SERVICES

- 3.1 At WSP's request, **SBC-13STATE** shall perform the Transit Traffic Service for WSP pursuant to the applicable Transit Traffic Service Appendix, which is attached hereto and incorporated by reference.

4. GENERAL PROVISIONS

- 4.1 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this

Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

5. EFFECTIVE DATE AND TERM

- 5.1 This Agreement shall become effective on the Effective Date of the Interconnection Agreement between SBC-13STATE and WSP, last executed by the Parties on _____ and approved by the Commission in Missouri (the "Interconnection Agreement"), and shall be coterminous therewith subject to early termination as provided in Sections 5.2 and 6.1, below:
- 5.2. Notwithstanding any other provision of this Agreement, and in addition to **SBC-13STATE**'s rights set forth above, either Party may terminate this Agreement at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.3 Upon termination or expiration of this Agreement in accordance with 5.1 and 5.2:
- 5.3.1 Each Party's confidentiality obligations shall survive: and
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
 - (c) Each Party's indemnification obligations shall survive.

6. TERMINATION OF SERVICE

- 6.1 Notwithstanding anything to the contrary in this Agreement, upon nonpayment of any non-disputed charges due under this Agreement, or upon violation of any conditions governing the furnishing of these services under this Agreement, **SBC-13STATE** may, without incurring any liability discontinue furnishing service under this Agreement ("termination") upon proper notice. Proper notice shall be sent by certified mail, return receipt requested, at least thirty (30) days prior to the stated date of termination; notice is complete upon mailing. Without prejudice to its rights to terminate, SBC-13STATE may then bill WSP for the charges which should have been collected by SBC-13State. If WSP disputes the violation, it shall notify **SBC-13STATE** in writing within fourteen (14) days of receipt of notice from **SBC-13STATE** and the dispute shall be resolved between the Parties pursuant to Section 13. If WSP does not dispute the violation, WSP shall correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected prior to expiration of the thirty (30) day notice period or as otherwise agreed by the Parties. Following any such termination under this Section 6, neither Party shall have any further obligations under this Agreement (except for those obligations set forth in Section 12 below). In the case of termination, all applicable charges, including without limitation outstanding charges, interest charges, late payment fees and termination charges shall become due. If **SBC-13STATE** does not terminate the provision of the services on the date specified in the thirty (30) days' notice and WSP's noncompliance continues, nothing contained herein shall preclude **SBC-13STATE**'s right to terminate the provision of the services to WSP without further notice.

7. FILING OR TARIFFING OF AGREEMENT/CHALLENGES TO AGREEMENT

- 7.1 The Parties understand and agree that in the event that a Party ("Disclosing Party") is requested or ordered by a regulatory agency or a court of competent jurisdiction finds, that this Agreement should be publicly filed or disclosed, or that such Agreement should be submitted to a regulatory agency for approval, or that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party must provide the other Party ("Receiving Party") with written notice of such requirement as soon

as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding.

- 7.2 In entering into this Agreement, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement. On or before the Effective Date of this Agreement, WSP shall dismiss and/or withdraw from any pending contested proceeding(s) as to any issues addressed in this Agreement to which SBC and/or an **SBC-13STATE** ILEC is a party.

8. INTERPRETATION/JOINT WORK PRODUCT

- 8.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

9. SEVERABILITY

- 9.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

10. PRICING

- 10.1 The rates which shall apply under this Agreement for the services are set forth in the attached Appendices, which are incorporated herein by this reference.

11. DISCLAIMER OF WARRANTIES

- 11.1 **SBC-13STATE** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, **SBC-13STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY WSP WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

12. LIMITATION OF LIABILITY/INDEMNITY

12.1 Limitation of Liability

- 12.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) ("Loss" or "Losses") relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute shall not exceed in total the amount **SBC-13STATE** has charged or would have charged for the affected service(s) that was not performed or was improperly performed (not to exceed twelve (12) months). Neither WSP nor **SBC-13STATE** shall be liable to the other Party for any consequential damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of a statute), and regardless of whether the Parties knew or had been advised of the possibility that

such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 12.1.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and consequential damages of such third party, subject to Section 12.1.3 below; provided, however, nothing in this Section 12.1 shall impose indemnity obligations on a Party for any Loss or consequential damages suffered by that Party's end user in connection with any affected services. Rather, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or claim made by the Indemnifying Party's end user.

12.1.2 Except as otherwise expressly provided in specific appendices and subject to Section 13 below, in the case of any Loss alleged or claimed by a third party to have arisen out of the gross negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own gross negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

12.1.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its end users or third parties that relate to any services provided or contemplated under this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such end user or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the end user or third party for the services that gave rise to such Loss and (ii) any consequential damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 12.1.3.

12.2 Indemnity

12.2.1 Responsibility of Each Party for its Services: Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

12.2.2 Claims of Loss by Third Party(ies): Except as otherwise expressly provided herein or in specific appendices and subject to Section 12.1.1 Limitation of Liability above, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the gross negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its end users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services and performance under this Agreement.

12.2.3 Claims of Loss by an End User of a Party: Except as otherwise expressly provided herein or in specific appendices and subject to Section 12.1 Limitation of Liability above including without limitation Section 12.1.5, in the case of any Loss alleged or claimed by an end user of either Party, the Party whose end user alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such claims or Losses by its end user regardless of whether the underlying service giving rise to such claim or Loss was provided or provisioned by the Indemnified Party, unless the claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party. Notwithstanding anything to the contrary in this Section 12.2.3 and this Agreement, **SBC-13STATE** shall have no

liability to the end users of WSP for claims arising from this Agreement, including but not limited to claims related to the marketing or sales of its services provided hereunder, delayed restoral or nonrestoral of service, quality of service or any resulting billing or any other type of dispute. WSP agrees to indemnify, defend, and hold SBC-13STATE harmless from and against any and all claims, demands, costs, damages, liabilities, and expenses (including reasonable attorney fees) arising from any claim or action initiated by WSP's end user for services rendered under this Agreement.

12.2.4 Claims of Loss by a Party Against other Party: Subject to Section 12.1 Limitation of Liability above, a Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or Loss arising from the Indemnifying Party's use of services provided, or performance, under this Agreement, including, without limitation, any claim(s) or Loss(es) arising from: Indemnifying Party's use of services offered under this Agreement, involving any claim for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party's or its end user's use.

12.2.5 WSP Indemnity for Damage to Facilities: WSP shall reimburse SBC-13STATE for damages to SBC-13STATE's facilities utilized to provide services hereunder caused by the gross negligence or willful act of WSP, its agents or subcontractors or WSP's end user or resulting from WSP's improper use of SBC-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any Person or entity other than SBC-13STATE. Upon reimbursement for damages, SBC-13STATE will cooperate with WSP in prosecuting a claim against the Person causing such damage. WSP shall be subrogated to the right of recovery by SBC-13STATE for the damages to the extent of such payment. In addition, WSP hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other service degradation or damage to SBC-13STATE facilities and hereby agrees to release, defend and indemnify SBC-13STATE, and hold SBC-13STATE harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against SBC-13STATE by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by WSP.

12.2.6 Indemnification Procedures: Whenever a claim shall arise for indemnification under this Section 12.2, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or

settlement. With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in the confidentiality section of this Agreement.

13. DISPUTE RESOLUTION

13.1 Billing and Payment of Rates and Charges Billing Disputes

13.1.1 SBC-13STATE shall include all charges under this Agreement on the monthly bill(s) rendered to WSP (hereinafter "invoice").

13.1.2 WSP shall pay all charges under this Agreement within thirty (30) days of the invoice date.

13.1.3 A good faith billing dispute under this Agreement requires WSP to provide a written claim to SBC-13STATE to permit SBC-13STATE to investigate the merits of the dispute. Such claim must identify the following within ten (10) business days from the date SBC-13STATE is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that the customer believes was billed in error; (c) the date of the invoice; and (d) the reason or grounds for the dispute. WSP billing inquiries and/or claims of overbilling by SBC-13STATE shall be referred to SBC-13STATE for investigation within six (6) months of the charge(s) first appearance on the invoice to WSP. Absent a claim and/or dispute by WSP as to a charge within six (6) months from its first appearance on an invoice to WSP, such charge shall be deemed to be correct.

13.1.3.1 When billing disputes are resolved in favor of the Disputing Party, the following will occur within thirty (30) Days:

13.1.3.1.1 Interest credit on any amounts paid by the Disputing Party in excess of the amount found to be due according to the billing Dispute Resolution from the date of Notice of Disputed Amounts will be processed and applied to the Disputing Party's account by the invoicing Party consistent with the provisions of and at the rate specified in the Federal Access Tariff.

13.1.3.1.2 Payments made in excess of the amount found to be due according to the billing Dispute Resolution will be reimbursed by the invoicing Party.

13.1.3.2 When billing disputes are resolved in favor of the invoicing Party, the following will occur within thirty (30) Days:

13.1.3.2.1 Late payment charges calculated from the Payment Due Date through date of remittance will be paid by the Disputing Party on any amount not paid that was found to be due according to the billing Dispute Resolution consistent with the provisions of and at the rates specified in the Federal Access Tariff.

13.1.3.2.2 Any amounts not paid but found to be due according to the billing Dispute Resolution will be paid to the invoicing Party.

13.1.4 Failure by a Party to pay any charges determined to be owed within the applicable time period specified above shall be considered a failure to perform a material obligation.

13.2 Dispute Resolution

13.2.1 Finality of Disputes

13.2.1.1 Except as otherwise specifically provided for in this Agreement including without limitation, Section 13.1 above (as to billing disputes), no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

13.2.2 Alternative to Litigation

13.2.2.1 Except as may otherwise be provided under any other agreement between the Parties, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement.

13.2.3 Commencing Dispute Resolution

13.2.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

13.2.3.1.1 Billing disputes: Billing Disputes between the Parties arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Section 13.1 above.

13.2.3.1.2 Informal Dispute Resolution (described below); and

13.2.3.1.3 Formal Dispute Resolution (described below).

13.2.4 Informal Resolution of Non-Billing Disputes

13.2.4.1 Billing disputes which are addressed in Section 13.2.3.1.1 of this Agreement are not subject to this Informal Resolution Process.

13.2.4.2 Upon receipt by one Party of notice of a non-billing related dispute by the other Party pursuant to Section 13.2.3 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were 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.

13.2.5 Formal Dispute Resolution

13.2.5.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 13.1 above (as to billing disputes) or Section 13.2.4 above (as to non-billing related disputes), then either Party may invoke the formal Dispute Resolution procedures described in this Section 13.2.5. Formal Dispute Resolution procedures may not be invoked by either Party with respect to non-billing related disputes earlier than the date that is sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 13.3.1 of this Agreement.

13.2.5.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through the informal procedure described in Section 13.1 above (as to billing disputes) will be subject to mandatory arbitration pursuant to Section 13.2.6 below:

13.2.5.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating a billing dispute under Section 13.1 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating a billing dispute under Section 13.1, the Parties will annualize the actual number of months billed.

13.2.5.3 All Other Claims and Relief. Any claim and any relief other than as specified in Section 13.2.5.2 is not subject to mandatory arbitration. Except to the extent that both parties otherwise agree, either Party may proceed with any remedy available to it pursuant to law or equity before any appropriate judicial or regulatory authority with jurisdiction over the parties and subject matter of the claim which shall be subject to the Limitation of Liability and Indemnity provisions set forth in this Agreement.

13.2.6 Arbitration

13.2.6.1 Disputes subject to mandatory arbitration (or when arbitration is agreed to by both Parties) under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. All arbitrations will be held in **Kansas City, Missouri** for **SBC 13-STATE**, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties will submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and

binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 13.3 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED IN ANY OTHER AGREEMENT(S) BETWEEN THE PARTIES, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISPUTE RESOLUTION SECTION, OF THIS AGREEMENT (AS TO THE SUBJECT-MATTER OF THIS AGREEMENT) ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY CLAIMS, LOSS(ES) AND DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES RELATING TO SBC-13STATE'S WHOLESALE OPERATIONS, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES IN WHICH SBC-13STATE OPERATES (BUT EXCLUDING ANY CLAIMS, LOSS(ES) AND DISPUTES RELATING TO OR ARISING OUT OF ANY SBC-13STATE TARIFFS, WHICH SHALL BE GOVERNED EXCLUSIVELY BY SUCH TARIFFS), AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.**

14. NOTICES

- 14.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement, to be delivered to another representative, point of contact or specific manner, shall be:

- delivered personally;
- delivered by express overnight delivery service;
- mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
- delivered by facsimile; provided that a paper copy is also sent by a method described in sections herein.
- Except as otherwise explicitly provided for in this Agreement including, without limitation, above, Notices will be deemed given as of the earliest of:
 - the date of actual receipt,
 - the next Business Day when sent via express overnight delivery service,
 - five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or
 - on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

- 14.2 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Jim Simon General Manager	Contract Management ATTN: Notices Manager
STREET ADDRESS	109 Butler Street	311 S. Akard, 9th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Macon, MO 63552	Dallas, TX 75202
FACSIMILE NUMBER	660-695-4403	214-464-2006

- 14.3 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

15. NO LICENSE

- 15.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16. BRANDING

- 16.1 Except where otherwise required by law, WSP shall not, without **SBC-13STATE**'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 **SBC-13STATE** or its Affiliates, nor shall WSP state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of services to its own end users. The WSP may brand services included in this Agreement with its own brand name, but **SBC-13STATE** will not provide for WSP branding of those services.
- 16.2 **SBC-13STATE** shall not be obligated by this Agreement to provide WSP with branding of any kind including but not limited to, technician apparel, vehicles, forms; nor shall the **SBC-13STATE** technicians carry and provide to WSP's end users, WSP branded business cards or other printed materials.

17. INTELLECTUAL PROPERTY

- 17.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

18. NONDISCLOSURE

- 18.1 WSP and **SBC-13STATE** anticipate and recognize that they will come into possession of, technical or business information or data about the Parties' or their end users as a result of this Agreement, which will be considered confidential by **SBC-13STATE**. The Parties agree (1) to treat all such information as strictly confidential and (2) to use such information only for purposes of performance under this Agreement. The Parties agree not to disclose confidential information of the other Party or its end users to any person without first securing the written consent of such Party.
- 18.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such confidential information that:
- (a) Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
 - (b) Is, or becomes publicly known through no wrongful act of the Receiving Party; or
 - (c) Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - (d) Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

- e) Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights.
- 18.3 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 before such data is provided and will inform the other Party both by telephone and certified mail. 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.
- 18.4 This section will not preclude the disclosure by the Parties of information or data described in this Section to consultants, agents, or attorneys representing the respective Parties, or the Office of the Public Counsel for the State, or appropriate State 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.
- 18.5 The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

19. WAIVER

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

20. PUBLICITY

- 20.1 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 or business relationships 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.

21. ASSIGNMENT

- 21.1 WSP may not assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to WSP and **SBC-13STATE** and with **SBC-13STATE**'s prior written consent, which consent shall not be unreasonably withheld.

22. FORCE MAJEURE

- 22.1 Neither Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any governmental authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation Carriers (individually or collectively, a "Force Majeure Event") or any delaying event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event

during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

23. THIRD PARTY BENEFICIARIES

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

24. TAXES

24.1 WSP shall be responsible for all federal, state or local, sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax(es)") imposed on or with respect to the services provided under this Agreement including those Taxes the incidence of which is imposed on **SBC-13STATE** other than taxes imposed on the income of **SBC-13STATE**. WSP shall reimburse **SBC-13STATE** for the amount of any such Taxes that **SBC-13STATE** is required to pay or collect. WSP agrees to indemnify and hold harmless **SBC-13STATE** for any costs incurred by **SBC-13STATE** as a result of actions taken by the applicable taxing authority to collect the Tax from **SBC-13STATE** due to the failure of WSP to pay or collect and remit any Tax to such authority. Nothing shall prevent **SBC-13STATE** from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills WSP for such Tax, or (2) it collects the Tax from WSP. Notwithstanding anything in this Agreement to the contrary, WSP shall be liable for and **SBC-13STATE** may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

24.2 To the extent a purchase of service is claimed to be for resale and thus subject to tax exemption, WSP shall furnish **SBC-13STATE** a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the WSP for any period prior to the date that WSP presents a valid certificate. If applicable law excludes or exempts a purchase of services provided under this Agreement from a Tax, but does not also provide an exemption procedure, then **SBC-13STATE** will not collect such Tax if WSP (a) furnishes **SBC-13STATE** with a letter signed by an officer of the WSP claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies **SBC-13STATE** with an indemnification agreement, reasonably acceptable to **SBC-13STATE**, which holds **SBC-13STATE** harmless from any Tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

24.3 With respect to any Tax or Tax controversy covered by this Section, WSP is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay. WSP will ensure that no lien is attached to any asset of **SBC-13STATE** as a result of any contest. WSP shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by **SBC-13STATE** shall be refunded to **SBC-13STATE**.

25. EXPENSES

25.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

26. CONFLICT OF INTEREST

26.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the

other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

27. COUNTERPARTS

27.1 This Agreement may be executed in counterparts. Each counterpart shall be considered original and such counterparts shall together constitute one and the same instrument.

28. GOVERNING LAW

28.1 Unless otherwise provided by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the SBC State in which the services was provided and if agreement cannot be reached upon which state law applies, the laws of the State of Missouri shall apply.

29. RESERVATION OF RIGHTS/INTERVENING LAW

29.1 In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

29.2 In entering into this Agreement, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement.

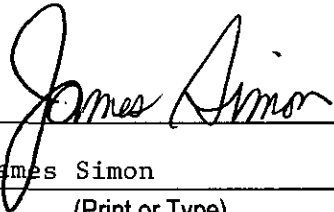
30. ENTIRE AGREEMENT

30.1 This Agreement together with its Appendices constitutes the entire Agreement between the Parties and supersedes all prior discussions, representations or oral understandings pursuant exclusively to such services, reached between the Parties.

30.2 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. Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

**WSP Services Agreement
Signatures**

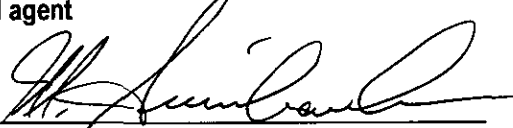
Chariton Valley Communication Corporation, Inc.

Signature: 
Name: James Simon
(Print or Type)

Title: General Manager
(Print or Type)

Date: Feb. 8, 2005

**Southwestern Bell Telephone, L. P. d/b/a SBC
Missouri by SBC Telecommunications, LLC, its
authorized agent**

Signature: 
Name: **Mike Auinbauh**
(Print or Type)

Title: AVP - Local Interconnection
Marketing

Date: FEB 14 2005

OCN # 677-B

ACNA HVC

ATTACHMENT TRANSIT SERVICE

Transit Traffic Service Appendix (Wireless)
To Agreement to Provide Non-252/251 Telecommunications-Related Services

1.0 Introduction

- 1.1 This Transit Traffic Service Appendix (Wireless) ("Appendix") sets forth the rates, terms and conditions of SBC-13STATE's Transit Traffic Service as a Transit Service Provider. SBC-13STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's End User. Transit Traffic Service allows WSP to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Appendix incorporates the provisions of a transiting arrangement as it relates to SBC-13STATE's provision of Transit Traffic Service as a Transit Service Provider to interconnected CMRS providers that offer telephone exchange service and exchange access, as provided by FCC orders, rules and regulations (*i.e.*, cellular providers, broadband Personal Communications Services (PCS) providers and covered specialized mobile radio (SMR) providers).

2.0 Definitions

- 2.1 **"800 IntraLATA Toll Traffic"** is defined as traffic that originates from WSP's End User that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an End User served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 **"Accessible Letter"** is defined as correspondence used to communicate pertinent information regarding SBC-13STATE to the CMRS client community.
- 2.3 **"Central Office Switch"** means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.4 **"Calling Party Number" or "CPN"** is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.5 **"End Office" or "End Office Switch"** is an SBC-13STATE switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services.
- 2.6 **"Exchange Service"** means Telephone Exchange Service as defined in the Act.

The positions and language set forth by SBC Missouri in this document are predicated upon state and federal regulatory orders and court decisions in effect as of the date this document was published. Specifically, this document predates the FCC's Triennial Review Order and, for the most part, the positions taken by SBC Missouri do not take into account the decisions made by the FCC in the Triennial Review. SBC Missouri reserves the right to amend any of its positions and propose alternative language as a result of the Triennial Review Order, any applicable state or federal regulatory decision, and any appeal of any PUCT order that may occur during these negotiations.

- 2.7 **"ISP-Bound Traffic"** is defined as traffic exchanged between WSP's End User and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
- (i) originates from WSP's End Users and terminates to an ISP served by a Third Party Terminating Carrier in the same SBC-13STATE exchange area; or
 - (ii) originates from WSP's End Users and terminates to an ISP served by a Third Party Terminating Carrier within different SBC-13STATE exchanges or within an SBC-13STATE exchange, and an independent ILEC exchange, that share a common mandatory local calling area, as defined in SBC-13STATE's tariff, (e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.8 **"IntraLATA InterMTA Traffic"** is defined as traffic exchanged between WSP's End Users and the End Users of a LEC Third Party Terminating Carrier which subtends an SBC-13STATE Tandem, whereby, at the beginning of the call, the Transit Traffic originates in one Major Trading Area ("MTA") and terminates in another MTA, but where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must terminate to a LEC Third Party Terminating Carrier's End User, whereby the Third Party Terminating Carrier does not send the Transit Traffic through an IXC or an intermediary.
- 2.9 **"Section 251(b)(5) Traffic"** is defined as traffic exchanged between WSP's End Users and the End Users of a LEC Third Party Telecommunications Carrier, that at the beginning of the call originates and terminates within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.10 **"Tandem" or "Tandem Switch"** is an SBC-13STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.11 **"Third Party Originating Carrier"** means a Telecommunications Carrier (*i.e.*, a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), other than SBC 13-STATE, a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)) that originates Transit Traffic that transits SBC-13STATE's network and is delivered to WSP.

- 2.12 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when WSP uses SBC-13STATE's Transit Traffic Service (i.e., a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), other than SBC 13-STATE a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)).
- 2.13 **"Transit Service Provider"** means SBC-13STATE when providing its Transit Traffic Service.
- 2.14 **"Transit Traffic"** means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, CMRS provider-bound traffic, and/or 800 IntraLATA InterMTA Traffic delivered via the Transit Traffic Service.
- 2.15 **"Transit Traffic Service"** is an optional non 251/252 switching and intermediate transport service provided by SBC-13STATE to WSP where WSP is directly interconnected with an SBC-13STATE Tandem (except when using Type 1 interconnection, where WSP is directly interconnected with an SBC-13STATE End Office). SBC 13-STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Appendix, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the End Users of a Third Party Terminating Carrier and is routed utilizing an SBC-13STATE Tandem Switch (or, if WSP is directly interconnected with an SBC-13STATE End Office Switch, when traffic is terminated to a CMRS provider using Type 1 interconnection), where an SBC-13STATE End User is neither the originating nor the terminating party.
- 2.16 **"Trunk" or "Trunk Group"** means the switch port interface(s) and the communication path created to connect WSP's network with SBC-13STATE's network for the purpose of interconnection pursuant to the Act.

3.0 Responsibilities of the Parties

- 3.1 WSP has the option of using the Transit Traffic Service provided by SBC-13STATE or any other Telecommunications Carrier that provides similar service.
- 3.2 SBC-13STATE will provide WSP with SBC-13STATE's Transit Traffic Service to deliver Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to all Third Party Terminating Carriers with whom SBC-13STATE is

interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.

- 3.3 A Transit Traffic Service rate applies to and only applies to all Transit Traffic that originates on WSP's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an SBC-13STATE End User.
- 3.4 The rates that SBC-13STATE shall charge WSP for Transit Traffic Service are outlined in Section 5.0, below.
- 3.5 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering Transit Traffic destined for such Third Party Terminating Carriers. In no event will SBC-13STATE have any liability to WSP or any Third Party if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless SBC-13STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and SBC-13STATE will bill their respective charges directly to WSP. SBC-13STATE will not be required to function as a billing intermediary (e.g. clearinghouse). Under no circumstances will SBC-13STATE be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.6 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders SBC-13STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic SBC-13STATE has delivered, WSP will indemnify SBC-13STATE for any charges, cost, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, SBC-13STATE agrees to allow WSP to participate as a party.
- 3.7 WSP shall not charge SBC-13STATE when SBC-13STATE provides Transit Traffic Service as the Transit Service Provider for calls terminated to WSP.
- 3.8 Each Party to this Appendix will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.9 WSP will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of a Third Party

The positions and language set forth by SBC Missouri in this document are predicated upon state and federal regulatory orders and court decisions in effect as of the date this document was published. Specifically, this document predates the FCC's Triennial Review Order and, for the most part, the positions taken by SBC Missouri do not take into account the decisions made by the FCC in the Triennial Review. SBC Missouri reserves the right to amend any of its positions and propose alternative language as a result of the Triennial Review Order, any applicable state or federal regulatory decision, and any appeal of any PUCT order that may occur during these negotiations.

Terminating Carrier from SBC-13STATE serving as the Transit Service Provider. Where SBC-13STATE is providing the Transit Traffic Service, SBC-13STATE will pass the Calling Party Number (CPN), if it is received from WSP. If the CPN is not received from the WSP, SBC-13STATE can not forward the CPN and WSP will indemnify, defend and hold harmless SBC-13STATE from any and all Losses arising out of the failure of any traffic transiting SBC-13STATE's network to have CPN.

- 3.10 When SBC-13STATE, operating as a Transit Service Provider, transits Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, CMRS provider-originated traffic and/or 800 IntraLATA Toll Traffic to WSP from a Third Party Originating Carrier, SBC-13STATE agrees to pass the originating CPN information to WSP as provided by the Third Party Originating Carrier.
- 3.11 For all Transit Traffic, WSP shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If SBC-13STATE or Third Party Terminating Carrier identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, WSP agrees to cooperate to investigate and take corrective action. If WSP is passing CPN but SBC-13STATE or Third Party Terminating Carrier is not properly receiving information, WSP will work cooperatively to correct the problem.
- 3.12 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from SBC-13STATE serving as the Transit Service Provider. Where SBC-13STATE is providing a Transit Traffic Service, SBC-13STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, SBC-13STATE can not forward the CPN; therefore, WSP will hold harmless SBC-13STATE from any Losses. If SBC-13STATE or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, WSP agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but SBC-13STATE or WSP is not properly receiving information, WSP and SBC-13STATE will work cooperatively to correct the problem.
- 3.13 WSP agrees to seek terminating compensation directly from the Third Party Originating Carrier. SBC-13STATE, as the Transit Service Provider, will not be obligated to pay for Transit Traffic as the default originator.

4.0 Accessible Letters

- 4.1 SBC-13STATE communicates official information to CMRS providers via its Accessible Letter notification process.
- 4.2 In the SBC-13STATE's Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 4.3 In SBC-13STATE WSP may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 4.4 In SBC-13STATE, WSP shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom WSP requests Accessible Letter notification be sent. WSP shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any WSP recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by SBC-13STATE. SBC-13STATE may, at its discretion, change the process by which the WSP provides Accessible Letter recipient information.

5.0 Transit Traffic Rate Application

- 5.1 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when WSP sends Transit Traffic to a Third Party Terminating Carrier's network. WSP agrees to compensate SBC-13STATE for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Rate Sheet(s), as applicable.

6.0 Routing Transit Traffic

- 6.1 Facilities and Trunks established between the Parties pursuant to the Interconnection Agreement, will be utilized for the routing of Transit Traffic.
- 6.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate SBC-13STATE Tandem Switch that is subtended by such Third Party Terminating Carrier's switch. Notwithstanding the foregoing, if using Type 1 interconnection, WSP shall route Transit Traffic destined to any Third Party Terminating Carrier over such Type 1 interconnection at the appropriate SBC-13STATE End Office Switch subtending the same Tandem Switch that is subtended by such Third Party Terminating Carrier's switch.

- 6.3 Transit Traffic not routed to the appropriate SBC-13STATE Tandem (or End Office where Type 1 interconnection is utilized), shall be considered misrouted. Transit Traffic routed at or through any SBC-13STATE End Office Switch, except as provided in Section 6.2, shall be considered misrouted.
- 6.4 Upon written notification from SBC-13STATE of misrouting of Transit Traffic by WSP as identified above, WSP will take appropriate action and correct such misrouting within a reasonably practical period of time no longer then 60 days after receipt of notification of such misrouting.

7.0 Tandem Trunking and Direct Trunking

- 7.1 When Transit Traffic between WSP and another Telecommunications Carrier (*i.e.*, CLEC, ILEC, CMRS provider or OELEC) through an SBC-13STATE Tandem (or an SBC-13STATE End Office when Type 1 interconnection is utilized) requires twenty-four (24) or more Trunks, upon SBC-13STATE's written request, WSP shall establish a direct Trunk Group or alternate transit arrangement between itself and such other Telecommunications Carrier within sixty (60) calendar days. Except as specifically provided herein, WSP shall route Transit Traffic via SBC-13STATE's Tandem Switches, and not at or through any SBC 13-STATE End Offices except as provided above. Once this Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the SBC-13STATE Tandem or Type I End Office, as provided above, to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

TRANSIT TRAFFIC RATE - MISSOURI

MISSOURI

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by WSP utilizing SBC's Transit Traffic Service. Monthly volumes will be determined on an statewide minute of use basis.

1.1 When WSP's Transit Traffic is 13,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by WSP for that month will be:

\$.001959 per minute of use

1.2 When WSP's Transit Traffic is greater than 13,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by WSP for that month will be:

\$.0025467 per minute of use

2.0 In the event that SBC cannot mechanically bill on a monthly basis the appropriate rate based on the Transit Traffic volumes originated by WSP in Sections 1.1 through 1.2 above, SBC will bill on a monthly basis the transit rates listed in 1.1 above and true up amounts, if any, on a quarterly basis based on actual Transit Traffic minutes per month for each month of the prior quarter.