

- 18.8 Except as otherwise specifically provided herein, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 18.9 Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 18.10 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Confidential Information received from the other to the permitted purposes identified in the Act.
- 18.11 Notwithstanding any of the foregoing, Telco shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to Telco's activities under the Act and Telco need not provide prior written notice of such disclosure to Carrier if Telco has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 18.12 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

19. DISCLAIMER OF WARRANTIES

- 19.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, PRODUCTS AND SERVICES IT PROVIDES UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY TO THIS AGREEMENT ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

20. DISPUTE RESOLUTION

- 20.1 Finality of Disputes. Except as otherwise specifically provided for in this Agreement, no Claims will be brought for disputes arising from this Agreement more than 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.
- 20.2 Alternative to Litigation. Except as otherwise specifically provided for in this Agreement, the Parties desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.
- 20.3 Commencing Dispute Resolution. Dispute Resolution shall commence upon the sending from one Party to the other 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.
- 20.4 Informal Resolution of Disputes. When such written notice has been given, as required by Section 21.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the

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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 prior written concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

- 20.5 Formal Dispute Resolution. If the Parties are unable to resolve the dispute through the informal procedure described above in Section 21.4, then either Party may invoke the following formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) Days after the date of the letter initiating dispute resolution under Section 21.3.

20.5.1 Claims Subject to Mandatory Arbitration. The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 20.6 below. All unresolved billing disputes involving amounts (whether billed by Carrier to Telco or Telco to Carrier) equal to or less than one (1) percent of the sum of the amounts billed to Carrier by Telco and Telco to carrier under this Agreement during the calendar year in which the dispute arises. For any calendar year in which Telco does not issue a bill to Carrier each month, the Parties, in determining whether this Section applies, will annualize the bills issued for that calendar year.

20.5.2 Claims Subject to Elective Arbitration. All Claims not described in Section 20.5.1 above will be subject to arbitration if, and only if, the Claim is not settled through informal dispute resolution and both parties agree to arbitration. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

- 20.6 Arbitration. Disputes subject to mandatory or elective arbitration 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. Each arbitration will be held in the city identified in Appendix – Arbitration Location (Paging) for the State, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) Days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may 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) Days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. §§ 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 the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section 20.6 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.

- 20.7 Resolution of Billing Disputes. The following provisions apply specifically to the resolution of billing disputes.

20.7.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) Days:

20.7.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

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

20.7.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) Days:

20.7.2.1 Late payment charges will be paid by the billed Party on any amount not paid that was found to be due according to the Dispute Resolution.

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

20.8 No Conflict. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

20.9 Carrier elects to incorporate Appendix – Merger as an additional provision pursuant to the provisions stated therein.

21. EFFECTIVE DATE

21.1 This Agreement shall become effective upon approval by the Commission.

22. FORCE MAJEURE

22.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, 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. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a Day-to-Day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a Day-for-Day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

23. GOVERNING LAW

23.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the Act, FCC rules and regulations, Commission rules and regulations, and the domestic laws of the State, without regard to its conflicts of laws principles.

24. HEADINGS

24.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

25. INDEMNITY

25.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products, Facilities, Trunks and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.

25.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release,

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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 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 Interconnection, functions, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 25.3 In the case of any Loss alleged or claimed by a 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 Interconnection, function, product or 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.
- 25.4 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 Interconnection, functions, products and services provided under this Agreement involving:
- 25.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, functions, products and 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.
- 24.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.
- 25.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, functions, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 25.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, functions, products or services; and
- 25.4.1.2.2 no infringement would have occurred without such modification.
- 25.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, or services provided to the Indemnified Party under this Agreement to ensure that such equipment, and services fully comply with CALEA.
- 25.5 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection Trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or End User or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection Trunks or other property, or due to malfunction of any functions,

products, services or equipment provided by any person or entity other than the Indemnified Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a Claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.

25.6 Indemnification Procedures

- 25.6.1 Whenever a Claim shall arise for indemnification under this Section 25, 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.
- 25.6.2 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.
- 25.6.3 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.
- 25.6.4 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.
- 25.6.5 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.
- 25.6.6 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.
- 25.6.7 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.
- 25.6.8 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.
- 25.6.9 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 Section 18.

26. INTELLECTUAL PROPERTY

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

27. INTERPRETATION AND CONSTRUCTION

- 27.1 Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Act.
- 27.2 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.
- 27.3 This Agreement may be negotiated for more than one state, as listed on Appendix – State (Paging). However, this Agreement shall be applied separately and distinctly to the Parties' operations in each individual state.
- 27.4 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.
- 27.5 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in a designated State ("State-Specific Terms"). To the extent that this Agreement contains State-Specific Terms, such State-Specific Terms shall not apply and shall have no effect in any other State(s) to which this Agreement is submitted for approval under Section 252(e) of the Act. When the Parties negotiate an interconnection agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating State-Specific Terms for the state in which they are to apply.

28. INTERVENING LAW

- 28.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). 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), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Inter-carrier Compensation generally, issued In the Matter of Developing a

Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and Carrier's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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, specifically including but not limited to those arising with respect to the Government Actions, 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"). In addition, to the extent this Agreement is in effect in Illinois; and to the extent applicable, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing Carrier the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and **SBC ILLINOIS** will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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. REGULATORY APPROVAL

- 29.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23 of this Agreement, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment.

30. AMENDMENTS AND MODIFICATIONS

- 30.1 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.

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The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

31. LAW ENFORCEMENT AND CIVIL PROCESS

- 31.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- 31.2 Subpoenas. If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.
- 31.3 The Parties will cooperate to comply with any request for information or assistance from law enforcement agencies. However, neither Party shall be held liable for any Claims or damages arising from compliance with such requests relating to the other Party's End Users and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such Claims.

32. LIMITATION OF LIABILITY

- 32.1 Except for indemnity obligations or as otherwise provided in specific appendices under this Agreement and except to the extent (if at all) prohibited by law or public policy, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including but not limited to any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including but not limited to 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, including but not limited to the Act, shall not exceed in total the amount that Party has charged or would have charged to the other Party for the affected service(s) or function(s) which were not performed or were improperly performed.
- 32.2 Apportionment of Fault. Except for Losses alleged or Claimed by a End User of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or Claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 32.3 Except to the extent (if at all) prohibited by law or public policy, neither Carrier nor Telco shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, Loss of anticipated revenues, savings, or profits, or other economic Loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation 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 the Act or other 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 (collectively, "Consequential Damages"); provided that the foregoing shall not limit (i) a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party, or (ii) a Party's liability to the other Party for willful or intentional misconduct, including gross negligence. Except as provided in the prior sentences, each Party hereby

releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

- 32.4 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its End Users solely by virtue of entering into this Agreement.
- 32.5 This Section 32 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, network elements and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.
- 32.6 When the lines or services of other companies and Telecommunications Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Telecommunications Carriers.

33. MULTIPLE COUNTERPARTS

- 33.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same document.

34. NETWORK MANAGEMENT

- 34.1 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 34.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 34.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 34.4 Both Parties shall work cooperatively to prevent use of anything provided under this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its End Users.
- 34.5 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume End Users.
- 34.6 Carrier and Telco will work cooperatively to install and maintain a reliable network. Carrier and Telco will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 34.7 Carrier shall acknowledge calls in accordance with the following protocols.
 - 34.7.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.
 - 34.7.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's terminal.

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34.7.3 When Carrier's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.

34.7.4 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

34.8 Each Party will provide the other Party a 24-hour network management contact and a trouble reporting number.

35. NON-WAIVER

35.1 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

36. NOTICES

36.1 Subject to Section 36.6, 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 or point of contact, shall be delivered personally; delivered by express overnight delivery service; mailed via 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 above.

36.2 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) Days after mailing in the case of first class 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.

36.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT	TELCO CONTACT
NAME/TITLE	Steven D. Semon President	Contract Management ATTN: Notices Manager
STREET ADDRESS	1819 W. Main	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Sedalia, MO. 65301	Dallas, TX 75202-5398
FACSIMILE NUMBER	660 827-2594	214-464-2006

E-mail address for Accessible Letters: steves@centralcommunications.com

36.4 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) Days following receipt by the other Party.

36.5 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.

36.6 Accessible Letters. Telco will communicate official information to Carrier via Telco's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify Telco of all e-mail addresses to which Accessible Letter notification is to be sent.

37. NUMBERING

- 37.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 37.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 37.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in Telco network, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from Telco's Tandems to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to Telco's network as shown in the LERG.
- 37.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 37.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 37.6 Number Portability
- 37.6.1 The Parties agree to implement local number portability ("LNP"), if required of paging providers by FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.
- 37.6.2 Each Party shall recover its costs for LNP in accordance with FCC or Commission orders.
- 37.6.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make arrangements to perform its own queries for LNP calls on an N-1 basis, where N is the entity terminating the call to the user. If Telco is the entity terminating the call to the user, Carrier is the N-1 entity, and Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff.
- 37.6.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.
- 37.6.5 Prior to the date that LNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.
- 37.7 Dialing Parity. Telco agrees that local dialing parity will be available to Carrier in accordance with the Act.

38. PATENTS, TRADEMARKS & TRADE NAMES

- 38.1 With respect to Claims of patent infringement made by third persons, Telco and Carrier shall defend, indemnify, protect and save harmless the other from and against all Claims arising out of the improper combining with or use by the indemnifying Party of any Facility, apparatus, system or method provided by that Party or its subscribers in connection with the Trunks or services furnished under this Agreement.

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- 38.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any Facility, apparatus, system, or method used by either Party in connection with any Trunks or services furnished under this Agreement.
- 38.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

39. PUBLICITY

- 39.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such 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.
- 39.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its Affiliates without the other Party's written authorization.

40. RECORDS

- 40.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

41 RELATIONSHIP OF THE PARTIES

- 41.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.
- 41.2 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.
- 41.3 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 41.4 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 41.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or

implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

42. REMEDIES

- 42.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

43. SERVICES

- 43.1 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

44. SURVIVAL OF OBLIGATIONS

- 44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellations or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their nature or terms, are intended to continue beyond (or to be performed after) the expiration or termination of this Agreement, will survive expiration or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 18.

45. TAXES

- 45.1 Each Party purchasing Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement shall pay or otherwise 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") imposed on, or with respect to, the Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 45.2 With respect to any purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party 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.
- 45.3 With respect to any purchase hereunder of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

- 45.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 45.5 If the purchasing Party fails to impose any Tax on and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 45.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 45.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party 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 purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 45.8 With respect to any Tax or Tax controversy covered by this Section 45, the purchasing Party 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 or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party 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 the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 45.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 45 shall be sent in accordance with Section 36 hereof.

46. TERM AND TERMINATION

- 46.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until February 28, 2006 (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.
- 46.2 At any time after a date 120 Days prior to the date stated in Section 46.1 above, either Party may request negotiations between the Parties for a new Interconnection agreement. Such negotiations shall begin within thirty (30) Days after delivery of such a request. Any resultant new Interconnection agreement shall be effective when approved by the Commission. Either Party's request under this Section will, for all

purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations.

46.3 This Agreement shall continue in effect until:

46.3.1 a regulatory or judicial body approves a negotiated new interconnection agreement between the Parties for the state covered by this Agreement; or

46.3.2 an arbitrated new interconnection agreement between the Parties for the state covered by this Agreement becomes effective; or

46.3.3 nine months passes from the date either party requested re-negotiation of this Agreement and no new interconnection agreement has taken effect and the Parties have not expressly agreed to extend the term of this Agreement; or

46.3.4 this Agreement is terminated in accordance with the terms of this Section 46.

46.4 The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 46.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.

46.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.

46.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.

46.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.

46.6 In the event Carrier intends to cease providing its Paging Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) Days prior to the time Carrier intends to cease providing its Paging Authorized Services. If it sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.

46.7 Violation of or Refusal to Comply with Provisions of Agreement:

46.7.1 Either Party may provide thirty (30) Days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.

46.7.2 If such material violation or refusal has continued uncured for thirty (30) Days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) Days written notice.

46.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.

46.8 Immediate Termination:

46.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.

46.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) Days prior to discontinuing the interconnection arrangements provided hereunder.

46.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.

- 46.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Trunk for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- 46.10 If this Agreement is terminated for any reason and the Parties continue to provide Facilities, Trunks and/or services hereunder, then the rates, terms and conditions under which those items are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

47. AUTHORITY TO EXECUTE AND PROMISE TO SEEK APPROVAL

- 47.1 Telco represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Telco, and that Telco has full power and authority to perform its obligations hereunder.
- 47.2 Carrier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 47.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all-necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.

PAGING FACILITIES AGREEMENT/SOUTHWESTERN BELL TELEPHONE, L.P.
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SBCMISSOURI/CENTRAL COMMUNICATIONS SERVICE COMPANY
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Central Communications Service Company

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

Signature: Steven D Semon

Signature: Mike Auinbauh

Printed: Steven D Semon

Printed: Mike Auinbauh

Title: President

Title: *For* President - Industry Markets

Date: _____

Date: NOV 17 2003

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APPENDIX PRICING (PAGING-FACILITIES ONLY)
MISSOURI

1 Other Charges:

1.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$40.75	\$370.00

1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.

1.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.

1.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$70.00 per Trunk.

1.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

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