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**LOCAL EXCHANGE TELECOMMUNICATIONS
SERVICES RESALE AGREEMENT**

dated as of January 15, 2000

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Illinois**

and

USA QUICK PHONE, INC.

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LOCAL EXCHANGE TELECOMMUNICATIONS
SERVICES RESALE AGREEMENT

This Local Exchange Telecommunications Services Resale Agreement (this "Agreement") is effective as of the 15th day of January 2000 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Illinois ("Ameritech") and USA Quick Phone, Inc., a Texas corporation, with offices at 1703 16th Street, Bridgeport, Texas 76426 ("Reseller").

WHEREAS, Section 251(c)(4) of the Act provides, *inter alia*, that Ameritech offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunication Carriers;

WHEREAS, Ameritech provides certain local exchange Telecommunications Services to subscribers within the State of Illinois (the "Territory");

WHEREAS, Reseller desires to purchase certain local exchange Telecommunications Services from Ameritech and resell such services to its Customers in the Territory; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which Ameritech shall provide, and Reseller shall purchase, local exchange Telecommunications Services as set forth herein for resale to Reseller's Customers in the Territory.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS AND CONSTRUCTION

1.1. Specified Meanings. As used in this Agreement, the following terms have the meanings specified below:

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 *et seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Affiliate" is as defined in the Act.

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"Ancillary Service Traffic" means Information Services, Calling Party Pays Cellular ("CPP"), Calling Party Pays Paging ("PPP"), abbreviated dialing, 555-xxxx service traffic and similar traffic identified by Ameritech.

"Bellcore" means Bell Communications Research, Inc.

"Blocking of Caller ID" means a service in which a customer may prevent the disclosure of the calling telephone number and name on calls made to an exchange service equipped with Caller ID Service.

"Business Day" means a day (other than on an exception basis) on which Ameritech performs installation, repair construction, and office work for its retail Customers.

"Commission" or **"ICC"** means the Illinois Commerce Commission.

"Customer" means a third party end-user who (i) contracts with Reseller for Resale Services or (ii) purchases local exchange Telecommunications Services at retail from Ameritech.

"Customer Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

"Customer Proprietary Network Information" is as defined in the Act.

"Delaying Event" means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

"Exchange Message Record" or **"EMR"** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

"FCC" means the Federal Communications Commission.

"Force Majeure Event" is as defined in Section 21.5.

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“Information Service Traffic” means local traffic or IntraLATA toll traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over an information services platform (e.g., 976).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“LEC” means local exchange carrier.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Reseller without change of address, Listing Updates shall also include the Customer’s former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Reseller to another LEC, Listing Updates shall also include the Customer’s referral telephone number and new LEC, if available.

“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).

“Nondisclosure Agreement” means the Nondisclosure Agreement dated as of May 18, 1998 by and between the Parties.

“Non-Electronic Order” As defined in Section 5.4(b).

“Party” means either Ameritech or Reseller, and **“Parties”** means Ameritech and Reseller.

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

“Publisher” means Ameritech’s White Pages Directories publisher.

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“Resale Implementation Questionnaire” means that certain document that contains Reseller information that allows Ameritech to populate its systems and tables so that Reseller can be established as a Reseller in Ameritech’s internal system, a copy of which has been provided to Reseller.

“Resale Tariff” means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that set(s) forth certain relevant terms and conditions relating to Ameritech’s resale of certain local exchange Telecommunications Services within the Territory.

“Service Start Date” means the later of the following: (i) the date Reseller has been certified as a LEC by the Commission and is authorized in the Territory to provide the local exchange Telecommunications Services contemplated under this Agreement, (ii) thirty (30) days after Reseller has completed and delivered to Ameritech the Resale Implementation Questionnaire, (iii) the date the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, this Agreement is deemed approved under Section 252(e)(4) of the Act, and (iv) such other date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement.

“Telecommunications” is as defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of customers.

“Telephone Exchange Service” is as defined in the Act.

“Telephone Relay Service” means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient’s response to the speech or hearing-impaired caller.

“Telecommunications Service” is as defined in the Act.

“White Pages Directories” means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

1.2. Interpretation and Construction. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The Recitals headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, and subject to Section 16.2, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides and practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of any conflict between the terms and conditions of any Section of, or Schedule to, this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

2.0 RESALE SERVICES AND RATES

2.1. Commencing on the Service Start Date, at the request of Reseller and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Reseller for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act (such services collectively referred to herein as the “Resale Service” or “Resale Services”). The Resale Services which Reseller may purchase pursuant to this Agreement shall be as described in applicable tariffs or Ameritech catalogs.

2.2. The Resale Services shall be made available to Reseller at a discount rate off of the retail rate for the Telecommunications Services as set forth on Schedule 2.2. If during the Term the Commission changes the discount rate, or any other charge applicable to Resale Services in an order or docket that applies generally to the Resale Services that Ameritech provides in the Territory, the Parties agree to amend this Agreement to incorporate such discount rate and/or charges with such discount and/or charges to be effective as of the date specified in such order or docket. The wholesale discount set forth on Schedule 2.2 shall not apply to taxes or other pass-through charges, including any charges described in Section 2.3.

2.3. In addition to the rates set forth on Schedule 2.2, Reseller shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Reseller, including channel charges and initial non recurring charges and (ii) the applicable non-discounted end user common line charge as set forth in F. C. C. No. 2, Section 4. If Reseller requests Resale Services that require special construction, the Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated intervals that will apply to the provisioning of such Resale Services in lieu of the standard intervals set forth on Schedule 8.7.

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2.4. Any Service Reseller has purchased from Ameritech or will purchase after the Effective Date under any telemangement agreement shall continue to be governed by the rates, terms and conditions of such agreement.

2.5 Commencing on the Service Start Date, upon the request of Reseller and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech shall make available Contract Services to Reseller for resale if (i) the retail Customer contract permits such assignment and (ii) Reseller has previously provided Ameritech with an executed "Agreement to Assume Ameritech Contracts" in the form set forth on Schedule 2.5. Upon submission of an order for Contract Services, Reseller agrees to assume all responsibilities under such contract including any termination liability. Contract Services shall be made available to Reseller at a discount off the retail rates for such Contract Services as prescribed by the Commission or, if the Commission has not prescribed such discount, at Ameritech's actual avoided costs associated with Ameritech's provision of those Contract Services, net any increased costs Ameritech incurs to provide Reseller with wholesale functionality relating to such Contract Services (e.g., DUF). For purposes of this Agreement, "Contract Services" shall mean those existing contracts under which Ameritech provides Telecommunications Services at retail to subscribers who are not Telecommunications Carriers and which provide (A) volume or term discounts which are available under Ameritech's Retail Tariff(s) and catalogs (e.g., optional calling plans for usage) or (B) a unique, off-tariff rate for a Telecommunications Service with the same service description, cost structure and general terms and conditions as Ameritech's Retail Tariff(s) and catalogs (e.g., local and toll usage). Contracts that include (x) special assemblies or other custom-designed arrangements designed to meet the specific needs and cost structure of serving a particular Customer or (y) services that are not made generally available to the public are not Contract Services.

3.0 LIMITATIONS ON AVAILABILITY OF RESALE SERVICES

The following limitations shall apply to Resale Services:

3.1. The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers ("Grandfathered Services") are identified in the Resale Tariff, as revised from time to time to include those additional services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Reseller for resale, subject to the terms of Section 3.2, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether from Ameritech or Reseller as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continued to subscribe to such Grandfathered Service at the time of such Customer's selection of Reseller as its primary local exchange carrier ("PLEC"). Grandfathered Services shall be made available

to Reseller at wholesale rates determined in accordance with the Act that reflect Ameritech's actual avoided costs associated with such services.

3.2. The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber ("**Sunsetted Services**") are identified in the Resale Tariff, as revised from time to time to include those additional Telecommunications Services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as **Sunsetted Services**. Ameritech agrees to make **Sunsetted Services** available to Reseller for resale to Reseller's Customers who are subscribers to the **Sunsetted Service** either from Ameritech or Reseller at the time so classified (subject to the provisions of **Section 3.1** if such **Sunsetted Service** was previously classified as a Grandfathered Service) until the date such service is discontinued.

3.3. Each Party acknowledges that Resale Services shall be available to Reseller on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other Resellers of Ameritech's Telecommunications Services.

4.0 RESTRICTIONS ON REALE SERVICES

4.1. Reseller may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

4.2. Ameritech shall not be required to provide to Reseller a Resale Service at a promotional rate that Ameritech offers at retail nor shall Ameritech be required to provide to Reseller the wholesale discount off such promotional rate if

(a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and

(b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

4.3. Nothing in this Agreement shall require Ameritech to provide to Reseller promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

4.4. Reseller shall not utilize Resale Services to avoid applicable access changes.

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4.5. Reseller may not purchase Resale Services unless such services are resold to a person other than Reseller, its subsidiaries and Affiliates.

4.6. Reseller's sale and its Customer's use of the Resale Services are subject to the same restrictions as Ameritech's provision to its retail Customers of such services, including as applicable, those restrictions described in Ameritech's retail tariffs, the Ameritech Catalog(s) and TCNet.

4.7. Ameritech may impose additional restrictions on Reseller's purchase and sale of Resale Services only as permitted by the Act, Commission and the FCC.

5.0 FORECASTS, IMPLEMENTATION, PROVISIONING AND MAINTENANCE

5.1. On or before the Effective Date and each month during the Term, Reseller shall provide Ameritech with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and volume requirements for the Resale Services in the form and in such detail as may be reasonably requested by Ameritech. To the extent that Reseller becomes aware of any information or any fact (that may render a previously submitted forecast inaccurate by more than five percent (5%), Reseller agrees to immediately notify Ameritech of such fact or information and provide to Ameritech a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after Reseller becomes aware of such information or fact and (ii) ten (10) Business Days before Reseller submits any order to Ameritech that reflects such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that reflect such new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding Section 17.1.1, the Parties agree that each forecast provided under this Section 5.1 shall be deemed Proprietary Information under Section 17.0.

5.2. On or before the date which is the later of (i) ninety (90) days after the Effective Date and (ii) such other date as mutually agreed upon by the Parties, the Parties shall jointly agree on certain procedures (collectively referred to as the "**Implementation Plan**") with respect to the provisioning of the Resale Service. The Implementation Plan shall address, *inter alia*, procedures for electronic service ordering, provisioning, billing processes, trouble administration and repair, other electronic interfaces, marketing support, and such other matters as the Parties may agree. Notwithstanding the foregoing, the Implementation Plan as agreed upon by the Parties shall be consistent with and subject to any applicable provision of this Agreement, including Section 1.2. Upon agreement of the Parties on the Implementation Plan, the Implementation Plan will be attached hereto as Schedule 5.2 and become part of this Agreement.

5.3. (a) Ameritech shall provide, and Reseller shall use, the electronic interface described in Ameritech's Electronic Service Ordering Guide, Version 4.0 (the "**Provisioning**

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EI”) for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Reseller’s order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in Schedule 5.3.

(b) Reseller shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Schedule 5.3 and/or made available to Reseller after the Effective Date.

5.4 On or before the Service Start Date, Reseller shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Reseller Service Order that is not submitted through the Provisioning EI (a “Non-Electronic Order”) except if Reseller is unable to submit a Service Order through the Provisioning EI and such inability is caused (i) solely by Ameritech’s equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of Reseller’s systems or interfaces that precludes Reseller from using the Provisioning EI for a period not to exceed two (2) weeks from the receipt of Reseller’s written notice or as otherwise agreed by the Parties. If Reseller submits a Non-Electronic Order for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (a) subject to an additional non-recurring charge of (i) \$24.19 per order for Residential Resale Services and (ii) \$17.17 per order for Business Resale Services (which charges represent the combined Service Order Charge and Non-Electronic Order Charge) or such other charge approved by the Commission plus any additional charges authorized by the Commission that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such Non-Electronic Order (b) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (c) subject to a limit of twenty (20) Non-Electronic Orders per day (Region-wide). If Reseller intends to submit a Non-Electronic Order for the reasons set forth in clause (ii) above, Reseller shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (i) the reason Reseller is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (ii) the time period for which Reseller will submit Non-Electronic Orders and (iii) a good faith estimate of the number of Non-Electronic Orders to be submitted. Reseller agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible, but in any event within ten (10) Business Days after Reseller has provided Ameritech written notice as described above. Ameritech will have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.

5.5 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with

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regard to a repair request, such Party shall inform such Customer that it should call its local provider and may provide to that Customer its local provider's contact number.

5.6. Service Orders will be placed by Reseller and provisioned by Ameritech in accordance with the procedures described in **Section 8.4**. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of **Section 7.1**.

5.7. Ameritech shall provide provisioning support to Reseller on the same basis Ameritech provides to its retail Customers.

5.8. Where Ameritech provides installation, Ameritech's representatives shall inform Reseller Customers to contact Reseller if such Customers request a service change at the time of installation.

5.9. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Reseller Customer's Resale Service, unless directed to do so by Reseller by transmission of a Service Order or Ameritech's receipt of proper authorization or a Service Order to change such Customer's PLEC to a carrier other than Reseller.

5.10. Ameritech will provide and Reseller shall use an electronic interface (the "Maintenance EI") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.

5.11. Maintenance will be provided by Ameritech as set forth on **Schedule 5.11**.

6.0 BRANDING

6.1. If operator call completion or directory assistance service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Reseller for Reseller's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request.

6.2. Ameritech shall make available to Reseller, upon Reseller's request, the ability to route:

- (i) Local directory assistance calls dialed by Reseller's Customers directly to Reseller directory assistance services platform, to the extent that such routing is technically feasible; and

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(ii) Local operator services calls (O+, O-) dialed by Reseller Customers directly to the Reseller local operator services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the Reseller local operator services platform, using standard operator services dialing protocols of O+ or O-, to the extent that such routing is technically feasible.

The routing capabilities described in this Section 6.2 will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this Section 6.2 shall permit Reseller Customers to dial the same telephone numbers for Ameritech directory assistance and local operator service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

6.3. Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other Customer-owned facilities or its outside plant.

6.4. Reseller shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates nor shall Reseller state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Services to Reseller's Customers. Notwithstanding the foregoing, Reseller may verbally advise an inquiring Customer or potential Customer that Ameritech personnel will perform work on behalf of Reseller under this Agreement or that some of the facilities used in provisioning the Resale Service are owned and maintained by Ameritech; provided, however, that Reseller shall make no disparaging statements about Ameritech or its facilities, services or products.

6.5. In those instances where Reseller requires Ameritech personnel to interface directly with Reseller Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Reseller.

6.6. Any "no access" cards and time and materials invoices furnished during service calls by Ameritech personnel to Reseller Customers shall be available to Reseller for review and shall be provided to Reseller Customers in an unbranded form.

6.7. In no event shall Ameritech personnel acting on behalf of Reseller pursuant to this Agreement provide information to any existing Reseller Customer about Ameritech products or services or disparage Reseller's facilities, services, or products.

6.8. Reseller shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d) of the Act and in such amounts or levels as determined by the Commission for providing any requested routing or branding under this Section 6.0.

7.0 RESPONSIBILITIES OF RESELLER

7.1. The Parties shall apply all of the principles set forth in 47 C. F. R. § 64. 1100 to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Reseller Customer, or another LEC, in order to process a Reseller order for Resale Service for a Reseller Customer. Ameritech shall advise Reseller whenever a Reseller Customer has selected another PLEC by giving notice via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on Schedule 7.1 that applies to all orders submitted by the first Party to the other Party that require a PLEC change. Such representation of authorization shall be delivered to a Party prior to the first order submitted by the other Party and each Party agrees to comply with the procedures contained in such representation of authorization. Each Party shall retain on file all applicable Documentation of Authorization (as defined in Schedule 7.1), including letters of agency, relating to the Customer's selection of that Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

7.2. If any disputes should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

(a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC ("**Unauthorized Switching**"), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of Schedule 7.2. However, in the case of unauthorized changes of Reseller Customers to Ameritech, Ameritech shall also have the duties as enumerated in such Schedule 7.2, and will pay to Reseller the Unauthorized Switching charge described in Schedule 7.2.

(b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Reseller unauthorized PLEC changes separately from unauthorized primary interexchange carrier ("**PIC**") changes.

7.3. When Ameritech receives an order for Resale Service from Reseller for Reseller's Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier ("**Carrier of Record**") for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in Section 7.1. It shall then be the responsibility of the Carrier of Record and Reseller to resolve any issues related to that Customer. Reseller agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 7.3.

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7.4. When Ameritech is notified by Reseller that a Reseller Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

7.5. (a) From the Effective Date until thirty (30) Business Days after Reseller makes the election described in subsection (b), when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Reseller Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

(b) Reseller may also elect to have Ameritech reject all CARE-Initiated request that Ameritech receives to change the PIC of a Reseller's customer. Within thirty (30) Business Days after the Effective Date (the "Election Period"), Reseller shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Reseller Resale Service orders received thirty (30) Business Days after Ameritech receives Reseller's written notice of election. If Reseller fails to make the election described in this subsection (b) within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under subsection (a), and not under this subsection (b).

7.6. Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider's contact number.

7.7. If Ameritech maintains an Emergency Telephone Number Service Database, Reseller shall provide Ameritech with accurate and complete information regarding Reseller's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

7.8. Prior to the Service Start Date, Reseller shall have received and communicated to Ameritech its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

7.9. Notwithstanding anything to the contrary in this Agreement, Reseller is solely responsible for the payment of charges for all Resale Services furnished pursuant to this Agreement, including calls originated or accepted by it and its Customers.

7.10. If Reseller ceases to resell the Resale Services to its Customers and fails to make arrangements for the continuation of such Resale Service, Reseller shall provide an option to its Customers to select an alternate carrier to provide resale local exchange Telecommunications Services to such Customers.