

**OPERATOR SERVICES/DIRECTORY  
ASSISTANCE  
ILEC AGREEMENT**

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## OPERATOR SERVICES AND DIRECTORY ASSISTANCE ILEC AGREEMENT

This Operator Services and Directory Assistance ("OS/DA") ILEC Agreement ("Agreement") is entered into by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (collectively referred to hereinafter as "AT&T") and Citizens Telecom Services Company L.L.C. on behalf of itself and its affiliates in the State(s) of Illinois, Indiana, Michigan, Ohio, and Wisconsin as listed in Exhibit A (collectively referred to hereinafter as "ILEC") and is effective upon both parties' signatures ("Effective Date"). AT&T and ILEC are herein referenced jointly as the "Parties" and individually as "Party". Exhibit A shall be amended if ILEC sells one or more of its affiliates, or exchanges. Additionally the Parties will amend Exhibit A if the Parties mutually agree to add or delete an ILEC affiliate.

WHEREAS, the Parties are each Local Exchange Carriers certificated by the respective state public utility commission in the above-mentioned state(s); and

WHEREAS, this OS/DA Agreement is intended to be a commercial agreement, negotiated voluntarily and without regard to the requirements of Sections 251, 252 or 271 of the Federal Telecommunications Act, under which AT&T will provide wholesale OS/DA services on behalf of the ILEC to ILEC's end users.

NOW, THEREFORE, the Parties agree as follows.

### 1. INTRODUCTION AND SCOPE

- 1.1 This Agreement sets forth the rates, terms and conditions under which AT&T shall provide Operator Services (OS) and Directory Assistance (DA) Services on behalf of the ILEC to the ILEC's end users.
- 1.2 ILEC shall be the retail OS/DA provider to its end users, and AT&T shall be the provider of OS/DA operations to ILEC. AT&T shall answer ILEC's end user OS/DA calls on ILEC's behalf, as follows:
  - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T shall provide the Operator Services described in Section 4 below.
  - 1.2.2 When the end user dials 411, 1-411, HNPA+555-1212, or 1+555-1212 AT&T shall provide Directory Assistance as described in Section 5 below.
- 1.3 ILEC is free to charge its end users whatever OS/DA rates it wishes, and ILEC therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to end user inquiries about OS/DA rates, AT&T Operators shall quote ILEC retail OS/DA rates, as they are provided by ILEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T's OS/DA operators shall direct the calling party's inquiries to an ILEC-provided contact number (also see Section 6 below).
- 1.5 ILEC shall be responsible for any costs of collection (including attorney's fees and costs) reasonably incurred by AT&T to collect unpaid amounts owed by ILEC to AT&T. AT&T will accumulate and provide to ILEC the data that will enable ILEC to bill its end users. Standard formatting will be used in the process of data exchange as described in Section 2.2.1.
- 1.6 This Agreement and its rates, terms and conditions shall apply for a fixed term of three (3) years from the Effective Date as defined above ("Term"). Thereafter, the Agreement will continue as follows:
  - 1.6.1 At the end of the Term, if neither Party has renewed, renegotiated, or served written notice of its intent to terminate this Agreement, then the Parties agree that the Agreement will continue on a month-to-month basis until terminated by either Party providing at least thirty (30) days notice of termination.
  - 1.6.2 If this Agreement continues on a month-to-month basis, all terms and conditions herein apply as written, except that AT&T shall be free to increase the per call or per second OS/DA rates shown on

Exhibit B upon 30 days advance written notice, so long as the monthly total dollar amount of the rate increases does not exceed a 10% increase in monthly recurring charges to ILEC. The Parties agree that the OS/DA non-recurring charges (for loading call greeting/branding, rates and reference numbers) shall not be included in the 10% increase. (See Exhibit B for list of non-recurring charges.)

- 1.6.3 If this Agreement continues on a month-to-month basis, the Parties agree that no new physical direct trunk arrangements between ILEC's switches and AT&T's OS/DA platforms will be permitted unless both Parties mutually agree.
  - 1.6.4 Either Party may terminate this Agreement, without cause, by providing one-hundred and eighty (180) days written notice to the other Party.
  - 1.6.5 If the ILEC decides to terminate this Agreement for convenience before completion of the Term, ILEC agrees to pay an early termination fee, which shall be equal to fifty percent (50%) of the ILEC's average monthly expenditure for services provided under this Agreement multiplied by the remaining months of the Agreement. The termination fee will not be assessed if ILEC provides 180 days notice of termination.
- 1.7 Default and Termination. Either party may terminate this Agreement upon a material default by the other party ("Defaulting Party") without incurring termination liability, if: (a) prior written notice is given to the Defaulting Party which specifies the circumstances of default and allows thirty (30) days to cure such circumstances, or a longer time period if mutually agreed ("Cure Period"), and (b) the Defaulting Party fails to cure the material default within the Cure Period.

## 2. GENERAL AT&T OBLIGATIONS FOR OS/ DA SERVICE

- 2.1 Dialing Parity. AT&T will provide OS/DA to ILEC's end users with no unreasonable dialing delays and at dialing parity with AT&T retail OS/DA services.
- 2.2 Usage Information
  - 2.2.1 Where ILEC is direct trunked to an AT&T OS/DA Switch, AT&T will record ILEC's OS/DA usage. Call detail information in the usage file will be provided to ILEC, in a mutually agreed upon standard format, that will enable ILEC to bill its end users. Standard formatting will also be used in the data exchange process.
  - 2.2.2 At a minimum, the usage file shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.
  - 2.2.3 When ILEC is operating its own switch-based service, AT&T will transmit similar usage recorded by the AT&T OS/DA switch via a mutually agreed electronic interface for ILEC's switch.

## 3. TRUNKING REQUIREMENTS

To the extent that ILEC is serving its own switches and wishes to direct trunk to AT&T's OS/DA switches, then the Parties' physical trunking requirements are described in this section. All OS/DA trunking arrangements shall be subject to the mutual agreement of the Parties. Any unresolved differences in the OS/DA trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in Section 7.10 below.

- 3.1 The demarcation point for OS/DA traffic between the Parties' networks at a minimum must be within the LATA in which the ILEC's OS/DA traffic originates.
  - 3.1.1 Because ILEC's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, ILEC's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of ILEC's switch.
  - 3.1.2 To the extent ILEC is serving via circuit-switched wireless technology, the physical location of the end user dialing "0" or "411" shall be deemed the end user's physical billing address, regardless of whether the end user may be roaming at the time of placing the OS/DA call.

- 3.2 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to:
- 3.2.1 the size and type of facilities needed to carry ILEC's switch-based OS/DA traffic;
  - 3.2.2 whether ILEC wishes to direct trunk for both OS and DA, or just OS, or just DA; and
  - 3.2.3 whether ILEC or ILEC's affiliate already has existing OS/DA facilities in place to the AT&T OS/DA platforms.
- 3.3 ILEC shall provide the necessary facilities to direct trunk traffic to AT&T's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. ILEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T's intrastate Special Access Tariff. ILEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.4 General OS/DA Trunking Requirements
- 3.4.1 ILEC will initiate a request to the AT&T Account Manager for all OS/DA trunk groups from its switch to the appropriate AT&T OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling.
  - 3.4.2 ILEC will employ Exchange Access Operator Services Signaling (EAOSS) from its switches to the AT&T OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
  - 3.4.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from ILEC to each AT&T OS/DA switch for each served NPA in the LATA.
- 3.5 Specific OS/DA Trunk Groups, and their Requirements
- 3.5.1 Operator Service (OS) Trunks: ILEC shall establish a one-way trunk group from ILEC's switch to the AT&T Operator Services switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. ILEC will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group.
  - 3.5.2 Directory Assistance (DA)/ Directory Assistance Call Completion (DACC) Trunks: ILEC shall establish a one-way trunk group from ILEC's switch to the AT&T Directory Assistance switch serving DA end users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. If OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier. ILEC will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group.
  - 3.5.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When ILEC wishes AT&T to perform Busy Line Verification or Emergency Interrupt for ILEC end users, AT&T will need a segregated one-way BLV trunk group with MF signaling from AT&T's Operator Services switch to ILEC's switch serving end users in that LATA. ILEC will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

#### 4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. AT&T will assess its Operator Services charges based upon whether the ILEC's end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice

recognition feature, functioning without live Operators), where a flat rate per call charge will apply. See the attached price schedule (Exhibit B) for the full set of OS recurring and nonrecurring rates.

- 4.2 Operator Services Call Processing. Whether manual or automated, AT&T will provide the following services on behalf of the ILEC when processing a 0-dialed call from a ILECs end user's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance – The ILEC's end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.
  - 4.2.2 Calling Card - The ILEC's end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
  - 4.2.3 Collect – The ILEC's end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
  - 4.2.4 Third Number Billed - The ILEC's end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
  - 4.2.5 Busy Line Verification - A service in which the ILEC's end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
  - 4.2.6 Busy Line Interrupt - A service in which the ILEC's end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

## 5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. AT&T charges local DA by one rate, and all other DA products by a separate rate, in both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached price schedule (Exhibit B) for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, AT&T will provide the following DA Services when a ILEC end user served dials 411, 1-411, HNPA+555-1212, or 1+555-1212 regardless of whether Operator Services are also requested from AT&T:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
  - 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
  - 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
  - 5.2.4 Reverse Directory Assistance (RDA). A service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
  - 5.2.5 Business Category Search (BCS) (Where Available). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

## 6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore ILEC agrees that it

- shall establish a pre-recorded greeting to play for every OS or DA call dialed by ILEC's end user, and this greeting is mandatory, not optional, when AT&T is the OS/DA provider (See Exhibit B).
- 6.1.1 ILEC will provide announcement phrase information, via OSTQ, to AT&T in conformity with the format, length, and other requirements specified for all ILECs on the AT&T ILEC website <http://webdevsl5/indmktadmin/ILEC/Index.cfm>. ILEC must brand with its legally registered name or assumed business name in conformance with any regulatory or legal requirements.
  - 6.1.2 AT&T will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. ILEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, subject to subsequent loading and testing charges as outlined in Exhibit B.
- 6.2 If ILEC does not wish to brand the OS/DA calls, ILEC may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
- 6.2.1 ILEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
  - 6.2.2 ILEC agrees that if it does not brand the call, ILEC shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
  - 6.2.3 AT&T will use its best efforts to make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by ILEC.
- 6.3 AT&T will be responsible for loading the ILEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T retail end users. ILEC will be responsible for paying the initial recording or silent announcement loading charges, as well as any subsequent loading charges if new recordings or silent announcements are provided, as specified above (See Exhibit B).
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, ILEC may choose to brand under a different name than its facility-based operations provided the ILEC is doing business under that brand, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached price schedule (See Exhibit B).
- 6.5 Converting End Users from Prior Branded Service to ILEC or Silent-Branded Service.
- 6.5.1 To the extent that ILEC has already established the Branding/Silent Announcement recording in AT&T OS/DA switches, then no nonrecurring charges apply to the conversion of end users from prior OS/DA wholesale service under this new facilities-based OS/DA service.
  - 6.5.2 To the extent that ILEC has not established the Branding/Silent Announcement recording in AT&T OS/DA switches for facilities-based service, then nonrecurring charges apply to set up the OS/DA call for the new type of service, as is described in this Section, and at the rates set forth in the attached price schedule (See Exhibit B).
- 6.6 In all current AT&T OS/DA switches, the applicable ILEC-charged retail OS/DA rates and a ILEC-provided contact number (e.g., reference to a ILEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.7 AT&T will be responsible for loading the ILEC-provided OS/DA retail rates and the ILEC-provided contact number(s) into the OS/DA switches. ILEC will be responsible for paying the initial reference and rate loading charges (See Exhibit B).

- 6.8 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, an ILEC may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached price schedule (See Exhibit B).

## 7. GENERAL TERMS AND CONDITIONS

### 7.1 Billing and Payment

- 7.1.1 AT&T shall include all charges for services rendered under this Agreement on a monthly bill(s) rendered to ILEC (hereinafter "invoice"). The invoice shall be sent to the billing address established by ILEC. AT&T agrees that it will bill charges within six (6) months of rendering the Services, and that if it does not do so the charges are waived.
- 7.1.2 ILEC shall pay all charges under this Agreement within thirty (30) days of the invoice date. On the invoice date AT&T will notify ILEC via email the monthly bills are available electronically, starting April, 2007. In the event of late payments of undisputed amounts, ILEC shall pay AT&T interest on the unpaid balance at the lower of one and one-half (1 1/2) percent per month or the highest interest rate permitted by applicable law. Interest shall also be applicable to disputed amounts, where it is determined the dispute was not made in good faith by ILEC and ILEC withheld payment.
- 7.1.3 A billing dispute under this Agreement requires ILEC to provide a written claim to AT&T to permit AT&T to investigate the merits of the dispute. Such claim must identify the following within ten (10) business days from the date AT&T is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that ILEC believes was billed in error; (c) the date of the invoice; and (d) a brief description of the reason or grounds for the dispute. ILEC billing inquiries and/or claims of over billing shall be referred to AT&T for investigation within six (6) months of the charge(s) first appearance on the invoice to ILEC. Absent a claim and/or dispute by ILEC as to a charge within six (6) months from its first appearance on an invoice to ILEC, such charge shall be deemed to be correct. AT&T agrees that it will bill charges within six (6) months of rendering the Services, and that if it does not do so the charges are waived.
- 7.1.4 If the Parties determine that ILEC was billed incorrectly for services rendered pursuant to this Agreement, within six (6) months after rendering the services, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the overcharges within two billing cycles.
- 7.1.5 AT&T shall have no financial responsibility for any intercompany compensation payments due for the local or intraLATA calls processed on behalf of the ILEC under this Agreement. ILEC agrees that it shall indemnify and hold AT&T harmless from any claims for intercompany compensation payments on the traffic processed under this Agreement.

### 7.2 Publicity and Use of Trademarks or Service Marks

- 7.2.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval.
- 7.2.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any announcements, recordings, advertising, press releases, publicity matters, marketing and/or promotional materials, or for any other commercial purpose without prior written approval from such other Party or as provided in this Agreement.

### 7.3 Disclaimer of Representations and Warranties

- 7.3.1 AT&T represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite rights and power to enter into and perform its obligations under this Agreement in accordance with its terms.

7.3.2 AT&T represents and warrants that all service rendered by it hereunder will be provided and maintained in compliance with applicable federal, state and local laws, administrative and regulatory requirements and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities.

7.3.3 EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT, AND AT&T DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, AT&T ASSUMES NO 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.

#### 7.4 Limitation of Liability

7.4.1 Except as may be expressly provided herein, 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 any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement (including any statutory causes of action alleged to arise from such a breach of this Agreement, such as violation of state or federal telecommunications acts), shall not exceed in total the amount AT&T has charged ILEC under this Agreement.

7.4.2 Neither Party shall be liable to the other Party for any consequential damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement, and all statutory causes of action alleged to arise from such breach of this Agreement), and regardless of whether the Parties knew or had been advised of the possibility that such consequential damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

7.4.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its end users or third parties that relate to any functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such end user or third party for (i) any loss relating to or arising out of the OS and DA Services identified in this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the end user and (ii) any consequential damages.

#### 7.5 Indemnity

7.5.1 Except as otherwise expressly provided herein, each Party shall be responsible only for the functions, facilities, products and services which are provided by that Party, its authorized agents or subcontractors, and neither Party shall bear any responsibility for the functions, facilities, products and services provided by the other Party, its agents or subcontractors.

7.5.2 Except as otherwise expressly provided herein, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, ILEC (the "Indemnifying Party") shall release, defend and indemnify AT&T (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of ILEC's usage of AT&T Operator Service and/or Directory Assistance Services, except where AT&T acted with gross negligence or intentional misconduct.

#### 7.6 Relationship of the Parties / Independent Contractors

7.6.1 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.

7.6.2 Nothing contained herein shall constitute the Parties as joint ventures, 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.

#### 7.7 No Third Party Beneficiaries; Disclaimer of Agency

7.7.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third party beneficiary rights hereunder. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

#### 7.8 Force Majeure

7.8.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including any of the following circumstances to the extent they are out of such party's reasonable control: acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party delayed shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is delayed by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The delayed Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with diligence once the causes are removed or cease. If a material obligation is excused due to a Force Majeure Event for more than fifteen (15) days, the other Party may terminate this Agreement upon notice and without further obligation.

#### 7.9 Notices

7.9.1 Any notice or other written communication required or permitted to be given by a Party under this Agreement must be addressed to the attention of the other Party's representative identified in this Section and will be deemed delivered: (i) five (5) business days after the notice has been mailed by certified mail, if applicable, or (ii) the next business day after receipted delivery to a recognized overnight courier.

NOTICE CONTACT	ILEC	AT&T CONTACT
NAME/TITLE	Laura Briganti Project Specialist	Contract Management ATTN: Notices Manager
STREET ADDRESS	120 N. Plymouth Avenue	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Rochester, NY 14608	Dallas, TX 75202-5398
FACSIMILE NUMBER	585-262-9647	214-464-2006

7.9.2 Either Party may unilaterally change its designated contact, address, and/or telephone 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.

#### 7.10 Dispute Resolution

7.10.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

7.10.2 In the event of a dispute between the Parties arising from or relating to the performance of this Agreement, either Party may serve written notice of the dispute to the contract notice designee identified in 7.9.1 above. Upon receipt of such written notice, 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 representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

7.10.3 If after 60 days the dispute is not resolved through the company representatives above, it is agreed that such disputes shall be settled by binding arbitration in accordance with the American Arbitration Association – Arbitration Rules and Procedures as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make an award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. This provision should not be construed so as to prohibit either Party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

#### 7.11 Subcontracting

7.11.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

7.11.2 Each Party will be solely responsible for payments due to such Party's subcontractors.

7.11.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.

7.11.4 No contract, subcontract or other agreement entered into by or between either Party with any third party in connection with the provision of functions and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

7.11.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI"), or Confidential Information (as defined in Section 7.13) shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect such CPNI or Confidential Information under the terms of this Agreement.

## 7.12 Miscellaneous Term and Conditions

7.12.1 No waiver of this Agreement or of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

7.12.2 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.

7.12.3 If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

## 7.13 Confidential Information

7.13.1 During the term of this Agreement, each Party may come into contact with, or acquire confidential information of the other Party. "Confidential Information" means all confidential, trade secret and proprietary information of a disclosing Party (the "Disclosing Party"), including any nonpublic information relating to the Disclosing Party's technologies, products, promotional and marketing activities, finances and financial plans, business plans, analyses, models, key personnel and contacts, business targets, strategies and objectives, capabilities, business affairs, and any third party information that Disclosing Party is otherwise obligated to keep confidential, that should reasonably have been understood by the recipient (the "Receiving Party") to be of a proprietary nature because of (i) legends or other markings; (ii) the circumstances of disclosure; or (iii) the nature of the information, whether disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. Unless otherwise stipulated by both Parties, Confidential Information includes the fact of the existence of this Agreement, and all of its terms and conditions, unless this Agreement must be filed with a state regulatory commission. Such Confidential Information is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and maintain all such Confidential Information received from the Disclosing Party as confidential. The Confidential Information may be used by the Receiving Party solely to the extent reasonably required in the performance of its obligations under this Agreement and/or as required by law and may only be distributed to those employees, agents or contractors of the Receiving Party who have a need to know in order to perform pursuant to this Agreement. The Confidential Information may not be released to any other person, entity, or the public without the prior written consent of the Disclosing Party. The Receiving Party shall protect all such Confidential Information of the Disclosing Party with no less than the care and diligence with which it protects its own and also with no less care and diligence than would generally be expected of a responsible Party similarly situated.

7.13.2 The foregoing obligations shall not apply to any Confidential Information (i) lawfully in the Receiving Party's possession prior to its acquisition from the Disclosing Party; (ii) received in good faith from a third party not subject to any confidentiality obligation to the Disclosing Party; (iii) which now is or later becomes publicly known through no breach of confidentiality obligation by the Receiving Party; or (iv)

is independently developed by the Receiving Party without the use or benefit of the Disclosing Party's Confidential Information.

7.13.3 If the Receiving Party receives a request to disclose any Confidential Information to comply with any law, rule, regulation or order of a court or governmental agency, Receiving Party agrees that, prior to disclosing any Confidential Information, it shall (i) notify the Disclosing Party of the existence and terms of such request; and (ii) allow Disclosing Party a reasonable period of time in which to exercise legally available steps to resist or narrow any such request.

#### 7.14 COMPLIANCE WITH LAWS AND PERMITS

7.14.1 Both Parties shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in their performance under this Agreement.

#### 7.15 ASSIGNMENT

Neither Party may assign this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign any or all of its rights and/or obligations under this Agreement to any Affiliate without the prior written approval of the other Party; provided that, such Affiliate assignee has the financial, operational, technical and other necessary capabilities and resources to accomplish any and all obligations under this Agreement in a manner comparable to the expected performance of the assigning Party. "Affiliate" shall mean, with respect to either Party, any other party which controls, is controlled by, or is under common control with such Party. For purposes hereof, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such party whether through the ownership of voting securities, by contract, or otherwise.

#### 7.16 Miscellaneous Terms and Conditions

7.16.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.

7.16.2 If any part or any provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

7.16.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding any choice of law provisions.

### 8. ENTIRE AGREEMENT

This document and the exhibits referenced herein contain the complete agreement between the Parties and supersedes all prior written contracts, oral agreements, understandings, negotiations and discussions between the Parties pertaining to OS/DA traffic for the period of this Agreement. This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date of their signatures.

Citizens Telecom Services Company L.L.C.

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: RDDBM

Printed: Richard D Burson

Title: SVP Customer Operations  
(Print or Type)

Date: AUGUST 17, 2007

Signature: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director - Regulatory  
(Print or Type)

Date: 8-29-07

EXHIBIT A  
ILEC Affiliates in the State(s) of Illinois, Indiana, Michigan, Ohio, and Wisconsin

<b>ILEC Affiliate</b>	<b>OCN #</b>	<b>ILEC Affiliate</b>	<b>OCN #</b>
Frontier Communications of Mt. Pulaski, Inc.	1061	Frontier Communications of Rhinelander	0870
Frontier Communications of Michigan	4417	Frontier Communications of Mondovi	0912
Frontier Communications of Thorntown	0828	Citizens Telecommunications Company of Illinois	1183
Frontier Communications of Wisconsin	0964	Frontier Communications of St Croix	0944
Frontier Communications-Midland, Inc.	1055	Frontier Communications of Illinois, Inc.	1038
Frontier Communications of Viroqua	0967	Frontier Communications of Lakeside, Inc.	1011
Frontier Communications of DePue, Inc.	0998	Frontier Communications of Orion, Inc.	1067
Frontier Communications of Indiana	0750	Frontier Communications of Michigan-Ohio	4418

**EXHIBIT B**  
**OS/DA Wholesale Rates**

	<b>Recurring</b>	<b>Non-Recurring</b>
<b>Directory Assistance</b>		
Local Directory Assistance	\$0.40	NA
National DA, per call	\$0.65	NA
Reverse DA, per call	\$0.65	NA
Business Category Search (where available), per call	\$0.65	NA
Directory Assistance Call Completion (DACC), per call	\$0.15	NA
<b>Operator Services</b>		
Operator Assisted Call Processing -- All Types (including Busy Line Verify (BLV) and BLV/Emergency Interrupt), per work second	\$0.03	NA
Fully Automated OS Call Processing, per call	\$0.15	NA
<b>OS/DA Automated Call Greeting and References / Rates</b>		
Call Greeting Initial/Subsequent Load, per switch, per OCN	NA	\$ 1,800.00
Reference / Rate - Initial Load per OCN, per state	NA	\$ 5,000.00
Reference / Rate - Subsequent Load, per OCN, per state	NA	\$ 1,500.00