

EXHIBIT A

DAILY USAGE INFORMATION

Ameritech will send daily usage tapes, in EMR standard format, to Reseller containing the following message information for services specified in this agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

EXHIBIT B

GENERAL GUIDELINES AND BILL DISPLAYS

General Guidelines:

- (1) Per regulatory guidelines, Provider's itemized call detail need to appear on a separate section or separate page of end user's bill.
- (2) Adjustments must be shown on the end user's bill. Adjustments may be shown as individual line items or as a total adjustment amount.
- (3) The adjustment phrase on the user's bill will read:

976 Information Provider Adj.
Adjustments CPP/C
Adjustments CPP/P
- (4) See Bill Displays on pages 61 and 62.

EXHIBIT B
976 BILL DISPLAY

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(1) IMPORTANT INFORMATION Charges for 976 messages are for non-telecommunications services. You have 60 days of this bill to dispute a billing error. You also have the right to withhold payment of the disputed charges during the billing error review. No collection activity for disputed charges will occur while the charges are under investigation. Your local and long distance service cannot be disconnected for non-payment of 976 charges. After investigation if it is determined that the disputed charges are legitimate, the Information Provider may proceed with outside collections against your account. Failure to pay legitimate 900 charges may result in involuntary blocking of access to 976 services. Voluntary blocking of access to 976 services is available upon request from your local Exchange Provider.

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(2) No.	(3) Date	(4) Time	(5) Place Called	(6) Number	(7) Code	(8) Min	(9) Amount	(10) Total 976 Calls	
1	5-27	924A	WEATHER IL	312 976 1212		1	.65		
2	6-16	1040P	RACINGXTRA IL	312 976 2222		2	1.70		
3	6-16	1042P	RACINGXTRA IL	312 976 2222		1	.85		
4	6-16	1055P	SPORTSPHN IL	312 976 1313		1	.85		
5	6-16	1056P	RACINGXTRA IL	312 976 2222		1	.85		
6	6-16	1056P	SPORTSPHN IL	312 976 1313		1	.85		
7	6-16	1057P	WEATHER IL	312 976 1212		1	.85		
8	6-16	1105P	RACINGXTRA IL	312 976 2222		1	.85		
(11)	976 Information Provider Adj.						7.65	0.00	

EXECUTION ORIGINAL

LEGEND:

- (1) Important Information = End User's rights for Pay-Per-Call Services.
- (2) No. = Message Number
- (3) Date = Date of message
- (4) Time = Time of the call
- (5) Place called = Name of 976 Program
- (6) Number = Telephone number of 976 Program
- (7) Code = Not Applicable
- (8) MIN. = Length of call in minutes
- (9) Amount = Amount of the Call (rate on daily usage feed)
- (10) Total 976 Calls = Total Amount due for all 976 calls
- (11) Adjustments = Adjustments per line item or total adjustment amount.

EXHIBIT B
CPP CELLULAR AND CPP PAGING BILL DISPLAY

(1) No.	(2) Date	(3) Time	(4) Place Called	(5) Number	(6) Code	(7) Min	(8) Amount
CALLS TO PAGING NETWORK, INC.							
1	12-1	1028A	MOBILE USE CH	312-000 0002	AD	1	.25
2	12-1	1029A	MOBILE USE CH	312 000 0002	AD	1	.25
3	12-1	1029A	MOBILE USE CH	312 000 1234	AD	4	1.00
Subtotal							1.50
CALLS TO FREEDOM PAGE							
9	12-1	1028A	MOBILE USE CH	312 000 0001	AD	1	.25
10	12-1	1029A	MOBILE USE CH	630 000 1234	AD	1	.25
11	12-1	1029A	MOBILE USE CH	312 000 0001	AD	1	.25
12	12-2	1028A	MOBILE USE CH	312 000 0001	AE	1	.25
(9) Subtotal							1.00
CALLS TO AMERITECH CELLULAR							
15	12-1	1028A	MOBILE USE CH	708 000 2468	AD	1	.20
16	12-1	1028A	MOBILE USE CH	708 000 1357	AD	1	.20
17	12-1	1028A	MOBILE USE CH	312 000 0009	AD	11	2.20
Subtotal							2.60
CALLS TO CELLULAR ONE							
25	12-2	1046A	MOBILE USE CH	312 000 6779	AE	1	.40
26	12-3	1047A	MOBILE USE CH	312 000 6779	AE	3	1.20
Subtotal							1.60
(10)	Total Itemized Calls						.70
(11)	Adjustments CPP/P						0.00
Adjustments CPP/C							0.25

LEGEND:

(1) No. = Message Number
(2) Date = Date of message

(3) Time = Time of the call
(4) Place called = MOBILE USE CH
(5) Number = Called Number

(6) Code = Code: Time of day
AD = Day
AE = Evening

EXECUTION ORIGINAL

- AN = Night and weekend
(7) MIN. = Length of call in units
(8) Amount = Amount of the Call (rate on daily usage feed)
(9) Subtotal = Subtotal Per Provider
(10) Total Itemized Calls = Total Amount due for all cellular and paging services
(11) Adjustments = Adjustments per line item or total adjustment amount per service

EXHIBIT C
SETTLEMENT STATEMENT GUIDELINES

See the 976, CPP/C and CPP/P flow for Resellers

Separate Settlement Statement required by service type, per state. See Settlement Statement Format on Pages 7 and 8.

Use Pages 9-14 for data exchange guidelines.

Use the following information for sending the electronic details, Settlement Statement and payments to Ameritech.

Electronic data:

Arrangements will be worked out with each Reseller based on Reseller's Questionnaire.

Send Settlement Statement to:

AIIS- Billing Operations

804 N. Milwaukee St. - Third Floor
Milwaukee, WI 53202
Tel: (414) 678-3159
Fax: 1-800-858-6960

Bank information:

Ameritech-Resale Account
P.O. Box 689775
Milwaukee, WI 53268-9775

Wire Transfer information:

Bank-One Milwaukee
Account Number: 020904860
Reference Lockbox Number: 689775
ABA Routing Number: 075000019

In addition, fax a transmittal referencing lockbox number and service type to AIIS Billing Operations at the address listed above.

**Agreement for the Provision of Billing and
Collection Services for Ancillary Services
Exhibit C
976.CPP/C. and CPP/P Flow For Resellers**

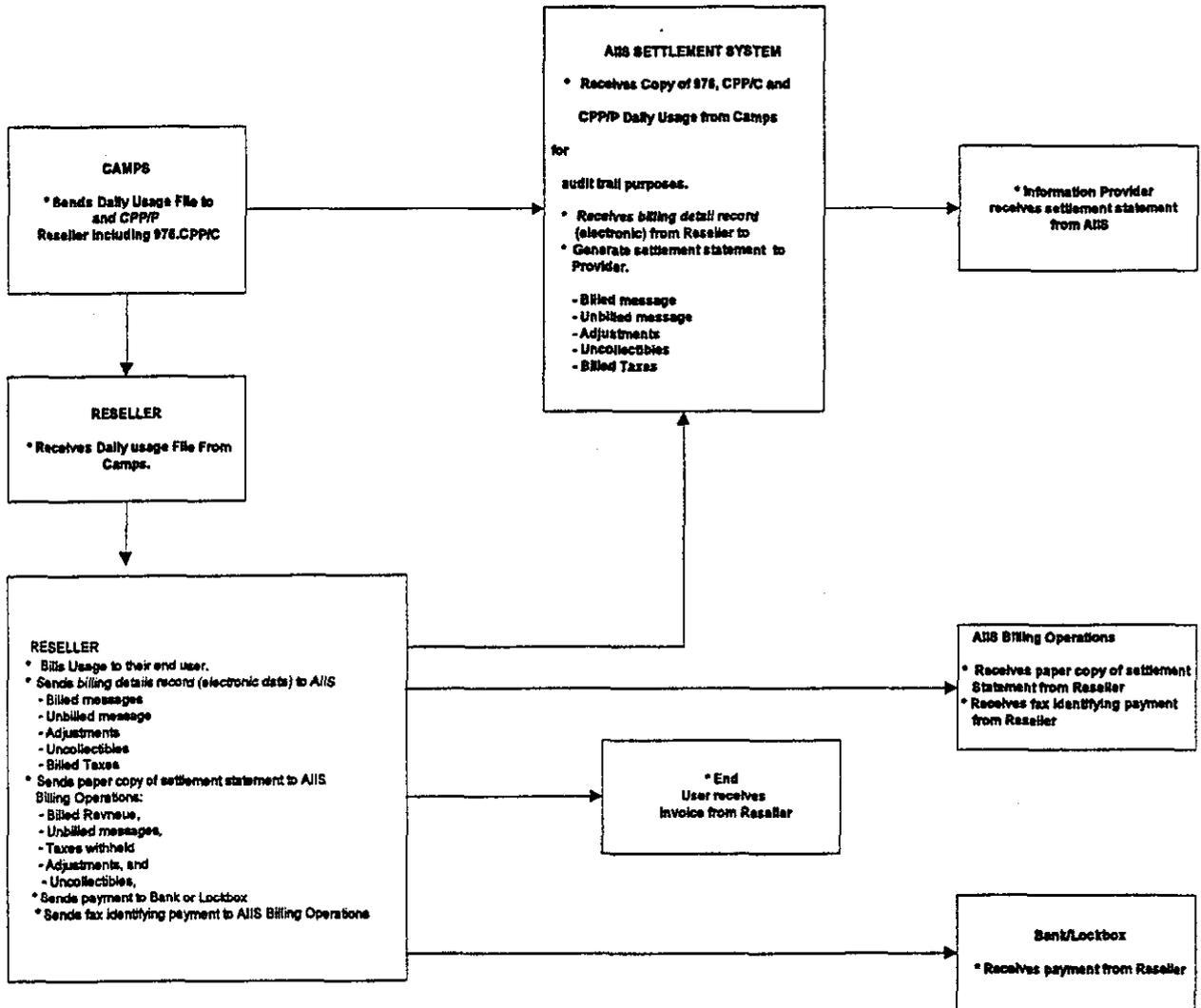


EXHIBIT C

SETTLEMENT STATEMENT FORMAT

RESELLER NAME
PURCHASE OF ACCOUNTS RECEIVABLE STATEMENT-SERVICE TYPE

CARRIER: Ameritech - IL
BILL MONTH: JAN., 1997
PAGE: 1 OF 2
ISSUE DATE: 2/5/97
DUE DATE: 3/5/97
INVOICE NO.: 12345

Total Billed Revenue	\$ 1,000.00
Total Billed Taxes	\$ 180.00
Federal Tax	\$ 75.00
Detail by IP	
IP #1	\$ 50.00
IP#2	\$ 25.00
State Taxes	\$ 40.00
Detail by IP	
IP#1	\$ 30.00
IP#2	\$ 10.00
Local Taxes	\$ 65.00
Local Tax 1 (Identify Taxing Authority)	
Detail by IP	
IP#1	\$ 10.00
IP#2	\$ 5.00
Local Tax 2 (Identify Taxing Authority)	
Detail by IP	
IP#1	\$ 5.00
IP#2	\$ 5.00

LEGEND:

Carrier = Ameritech - (State), State = IL, IN, MI, OH, WI

Invoice NO = ?

IP#N = Information Provider Name

EXHIBIT C
SETTLEMENT STATEMENT FORMAT

RESELLER NAME

PURCHASE OF ACCOUNTS RECEIVABLE STATEMENT-SERVICE TYPE

CARRIER: Ameritech - IL
 BILL MONTH: JAN., 1997
 PAGE: 1 OF 2
 ISSUE DATE: 2/5/97
 DUE DATE: 3/5/97
 INVOICE NO.: 12345

3.	Resourced Adjustments/Uncollectibles	\$100.00
	Adjustments	\$ 40.00
	Detail by IP	\$ 15.00
	IP #1	\$ 25.00
	IP#2	\$ 10.00
	Federal Tax	
	Detail by IP	\$ 5.00
	IP#1	\$ 5.00
	IP#2	\$ 25.00
	State Taxes	
	Detail by IP	\$ 10.00
	IP#1	\$ 15.00
	IP#2	\$ 25.00
	Local Taxes	
	Local Tax 1 (Identify Taxing Authority)	
	Detail by IP	\$ 10.00
	IP#1	\$ 5.00
	IP#2	
	Local Tax 2 (Identify Taxing Authority)	
	Detail by IP	\$ 5.00
	Adjust IP#1	\$ 5.00

Late P	IP#2	\$1,080.00
Net Due (Line 4+5)		<u>\$ 50.00</u>
		\$1,130.00
Billing Service Charge (7D*\$.03)		(\$ 295.35)

10,000

Total Messages	(5)	
Duplicate Messages	(150)	
Unbilled Messages	9,845	
Total A	D. Actual Messages Billed	<u>\$ 834.65</u>

EXHIBIT CRECORD TYPES FOR DATA EXCHANGE

Record Type	CPP	PPP	976
DAILY USAGE TO CLEC	010133	010133	010116
HEADER	202201	202201	202201
TRAILER	202202	202202	202202
BILL REVENUE OR UNBILLABLE USAGE FROM CLEC	010133	010133	010116
HEADER	202203	202203	202203
TRAILER	202204	202204	202204
ADJUSTMENTS/UNCOLLECTIBLES FROM CLEC	450133	450133	450116
HEADER	202219	202219	202219
TRAILER	202220	202220	202220
TAX SUMMARY FROM CLEC	RITR01	RITR01	RITR01
HEADER	202203	202203	202203
TRAILER	202204	202204	202204

A copy of all messages received by the Reseller from CAMPS for end-user billing of Ancillary Services should be sent to AIIIS with the Return Code (pos. 70-71) populated with one of the Bellcore standard values. Some expected values to be used in this case are:

- 00 - no return code; the call was billed to the end-user
- 06 - the end Customer has already been disconnected
- 09 - other; there is no return code to match the reason
- 10 - the Customer does not belong to the CLEC receiving the billing record
- 38 - the Customer has uncollectible final account status
- 39 - duplicate record
- 40-99 - represent invalid or unreadable formatting in the records; refer to Bellcore guide (may use 40 for all if guide is unavailable)

EXHIBIT C
RECORD TYPES FOR DATA EXCHANGE

Those messages returned with value 00 are expected to have been used in the calculations of the Total Billed Revenue on the Purchase of Accounts Receivable Statements. Those with values greater than 00 are counted on the statements as Unbilled Messages. All messages for all statements for the month for a specific Issue Date may be placed in one file with the header and trailer given above unless the file exceeds 100,000 records.

The Reseller must populate these fields in the 202203 and 202219 headers:

- Record ID
- Date Created
- Invoice Number (2-digit sequence number per dataset name for tracking missing files)
- Local IC Info (pos. 40-46) must contain the Reseller's ID:
 - the ACNA in positions 40-42
 - the CIC in positions 43-45
 - space filler in position 46
- Reserved area at positions 123-127 must contain the last five digits of the Invoice Number of the Purchase of Accounts Receivable Statement
- Host Receipt Date (pos. 129-134) must match the Issue Date of the Purchase of Accounts Receivable Statements

The Reseller must populate these fields in the 202204 and 202220 trailers:

- Record ID
- Date Created
- Grand Total Count (pos. 111-117) must contain the number of records or messages in the file not including the header or trailer.

Adjustments and Uncollectible billed charges must be returned in record types 450133 and 450116. These are 175 byte records with an added module containing billing name and address information. The following fields must be populated in these records (here we are employing non-standard use of some of the data fields):

- Record ID
- Date Created
- From Number
- Customer Code (if applicable)
- To Number
- Customer Code (if applicable)
- Adjustment Amount (signed decimal field)

- Connect Time (of original call)
- Connect Date (of original call; use Date of Record field)
- Adjustment Reason (extended into From OCN field) as:
 1. Adjustment Reason (pos. 70-71) values:
 - A = adjustment
 - U = uncollectible/writeoff
 2. Adjustment Type (pos. 72-74) values:
 - CNC = Call not completed
 - CTO = Cut off
 - DAK = Denies all knowledge (see Reason Code Modifier below)
 - INR = Incorrect rate
 - PTR = Poor transmission
 - RCG = Rebill
 - SIA = Uncollectible final bill
 - TNC = Disputed call duration
 - WNO = Wrong number reached
 3. Adjustment Type Modifier (pos. 75); only used when Adjustment Type is DAK, values:
 - A = Refusal to pay
 - D = Denies all knowledge - other
 - E = Duplicate billing
 - F = Fraud
 - L = PIC change not authorized
 - M = Misquoted charges
 - S = Customer unaware of info service charges
 - T = Paid directly to provider
 - U = Misleading advertising, info service
 - V = Never received info or offering, product damaged or poor quality
 - Non-published indicator (use pos. 76 of From OCN field) values:
 - N = Customer's number is not published
 - P = Customer's number is published
 - Billing Number
 - Billed Date
 - Settlement Period (Issue Date of PAR)
 - Indicator 14 should have value of '5' to indicate the existence of Module 006-A
 - Billing Name and Address Module 006-A (starts at position 176) follow exhibit C-2
 - Ending Module 999-A

Billed and adjusted taxes are to be returned in record types RITR01. (Format TBD)

**Billing Name and Address
Module 006-A**

Number			Version	Module ID	Module Length
001	002	003		Name/Address Indicator	X
004			A		9
005	006	007			9
008	009				X
010	-	034		Billing Name	X
035	-	059		Billing Name/Address	
060	-	084		Billing Name/Address	X
085	-	109		Billing Name/Address	X
110-134				Post Office, State, Zip Code	X

Field Characteristics

- 9 - Numeric
- X - Alphanumeric

Module Description

A 134-position module consisting of a 2-digit; **Name/Address Indicator**, a 25 position **Billing Name** field, two 25-position **Billing Name/Address** fields, a 25-position **Billing Address** and a 25-position **Post Office, State, ZIP Code** field.

This module is designed for use whenever a billing name and address must be associated with a record (e.g., billing name and address associated with a post-billing adjustment).

The content of this module are designed by the **Name/Address Indicator** as follows:

- 21=Name 1, Post Office 5
- 23=Name 1, Name/Address 2, Name/Address 3, Post Office 5
- 27=Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5
- 37=Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5

NOTE: Fields not used will be overlaid with next used field. For example, if Name/Address 2, Name/Address 3, and Address 4 are not used, Post Office 5 will be in the second field (Name/Address 2) and the Name/Address Indicator will be set to 21.

The **Name/Address Indicator** is numeric.

The **Billing Name, Billing Name/Address, Billing Address** and **Post Office, State, Zip Code** fields are to be alphanumeric, left justified, with trailing blanks.

End of Modules**Module 999-A**

Number	Version	Module ID
001	999	A
002		X
003		
004		
999		

Field Characteristics

- 9 - Numeric
- X - Alphanumeric

Module Description

A 4-position module indicating that there are no more modules appended to this record.

This module must be placed at the end of a record which contains at least one module.

EXHIBIT D

RESELLER COMPENSATION

Rate per billed message:

\$0.03

EXHIBIT E

PROVIDER'S INFORMATION

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Reseller within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Reseller _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Reseller 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

EXHIBIT F

GENERAL INFORMATION

Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.

Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.

Adjustments - a dollar amount, either partial or full, that is credited to a Customers account. The primary reason for adjustments are typically Customers denying the call was made from their phone.

Uncollectible - the amount of a callers phone bill that has undeniable charges that have never been paid by the caller. Undeniable charges are determined by the state regulatory commissions and are typically Pay-Per-Call services. When a caller's service is being terminated for non-payment, the Pay-Per-Call charges are written off as uncollectible and passed back to the Information Provider. The remainder of the bill is what must be paid by the caller to reinstate their service.

Access to 976 service is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a caller can be connected to parties other than the IP for the purpose of establishing a conference call.

Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.

Collect and person-to-person calls to CPP/C and CPP/P are not allowed.

Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.

976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.

Call Blocking will be provided only where CO facilities permit.

Call Blocking may not be limited to specific programs.

Call Blocking does not block calls to other telephone companies' numbers.

Call Blocking does not block long distance charges.

EXECUTION ORIGINAL

Reseller reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's service.

The first time an end user specifically disputes Pay-Per-Call charges, end user must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on end user's bill. Inform end user that the Information Provider may pursue collection of charges directly with end user.

After the end user specifically disputes charges, inform end user that mandatory blocking will be established on end user's line and disputed amount is adjusted accordingly on end user's bill. Inform end user that the Information Providers may pursue collection of charges directly with end user.

Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after second request.

On the database, call adjustments granted as the result of poor transmission, call not completed or calls completed due to company failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).

Michigan Only: Reseller-initiated Blocking can be added or removed as needed. Blocking can remain on the account until adjustments are cleared. There is no time limit on how long blocking can be in effect.

Every reasonable effort should be made to collect legitimate Pay-Per-Call charges. However, Reseller must not intentionally disconnect local exchange telephone service for nonpayment of Pay-Per-Call charges.

Blocking must be imposed on those Customers who refuse to pay legitimate Pay-Per-Call charges.

SCHEDULE 10.6

LAW ENFORCEMENT INTERFACES

1.0 Introduction. Consistent with Applicable Law, it is necessary for Reseller and Ameritech to provide interface requirements to allow Reseller to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies ("Law Enforcement Process"). The Law Enforcement Process will enable Reseller to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire tap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement. Definition - The Law Enforcement Process assures that Reseller (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Reseller must initiate a wire trap or trace as a result of its Customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Reseller (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2. Reseller shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Reseller Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Reseller shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to Reseller a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Reseller shall advise its Customer to contact its local Law Enforcement Agency and to provide Reseller with required information to initiate a trap or call trace. Reseller will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Reseller shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Reseller representatives with an emergency security contact number.

3.2.7. Reseller's Customer must contact Reseller with the dates and times of the unwanted calls. Reseller shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Reseller informing Reseller of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Reseller provided to the AACB. Reseller shall inform its Customer of the results of the investigation.

3.2.9. If Reseller Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call Reseller.

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Reseller Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Reseller Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a "form" of identifying calls dialed by Reseller Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept Section 4.1.

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Reseller Customer (via Reseller) or court order, law enforcement officials request a record of calling numbers to the premises of the Reseller Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Reseller direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Reseller Customers. If the law enforcement agency serves Reseller the original subpoena, Reseller shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Reseller of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Reseller's Customers are pending further discussions with Ameritech.

EXECUTION ORIGINAL

into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written, other than the Nondisclosure Agreement. Notwithstanding the Nondisclosure Agreement and except as otherwise provided herein, the provisions of this Agreement (and not the Nondisclosure Agreement) shall apply to the treatment, disclosure and use following the date of this Agreement of all Proprietary Information which is communicated to a Receiving Party on or after the date of this Agreement. Neither Party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

USA QUICK PHONE, INC.

AMERITECH INFORMATION
INDUSTRY SERVICES, A DIVISION OF
AMERITECH SERVICES, INC., ON
BEHALF OF AMERITECH WISCONSIN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____