

OPERATOR SERVICES OPERATOR ASSISTANCE AGREEMENT

THIS AGREEMENT is effective as of _____, 2005, is by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin, in its capacity as an incumbent local exchange carrier ("SBC ILEC(s)") and, Bayland Communications, Inc. ("Customer") (jointly referred to as "the Parties").

1. SERVICE(S) DESCRIPTION

SBC will provide to Customer the following Services, as described herein at the prices set forth in Exhibit 1.

1.1 FULLY AUTOMATED CALL PROCESSING allows the Customer's End Users to complete a call utilizing equipment without the assistance of a SBC operator, hereafter called "Operator". The following call types apply:

- (a) Fully Automated Calling Card Service. This service is provided when the Customer's End Users dial zero, (0), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Agreement is one for which SBC can perform billing validation.
- (b) Fully Automated Collect and Bill to Third Number Services. The Customer's End Users dial zero, (0), plus the desired telephone number and selects the Collect or Bill to Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

1.1.1 SBC will treat the following situations as a fully automated service:

- (a) When the Customer's End User identifies himself or herself as disabled.
- (b) When the Customer's End User reports trouble on the Network.
- (c) When the Operator reestablishes an interrupted call.

1.2 OPERATOR-ASSISTED CALL PROCESSING allows the Customer's End Users to complete a call by receiving assistance from an Operator. The following call types apply:

- (a) Semi-Automated Calling Card Service. A service provided when the Customer's End User dials zero, (0), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Agreement is one for which SBC can perform billing validation.
- (b) Semi-Automated Collect and Bill to Third Number Services. A service provided when the Customer's End User dials zero, (0), plus the desired telephone number and selects the Collect or Bill to Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- (c) Semi-Automated Person-to-Person Service. A service in which the Customer's End User dials zero, (0), plus the telephone number desired and asks the Operator for assistance in reaching a particular person, PBX station, or a department, or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- (d) Operator Handled Services. Services provided when the Customer's End User dials zero, (0), for Operator assistance in placing a sent paid, (calls is automatically billed to the originating telephone number), calling card, collect, third number billed, or person-to-person call.
- (e) Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

- (f) Busy Line Interrupt. A service in which the Customer's End User 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. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted decline to terminate the conversation in progress.
 - (g) Operator Transfer Service. A service offered by SBC in which the Customer's End User requests Operator assistance for completion of a call terminating outside the originating LATA. The SBC Operator transfers the call to an interexchange, (IXC), carrier specified by the caller. Customer must provide to SBC a list of the IXCs to be used by SBC in providing Operator Transfer Service for Customer's End Users. The carriers specified by the Customer must be participating in SBC's access tariff offering for Operator Transfer Service. Customer agrees to obtain all necessary compensation arrangements between Customer and participating carriers.
 - (h) Miscellaneous Services. The SBC Operator will also provide general assistance, rate quotes and area code information. Upon request of Customer's End Users, the Operator will also transfer the call to the Customer's toll-free number for Business Office or Repair.
- 1.3 INTRALATA MESSAGE RATING provides the message rating function on all SBC Operator assisted intraLATA calls. Customer may choose to purchase this service. SBC will compute the applicable charges for each message based on the Customer's schedule of rates provided to SBC.
- 1.4 HANDLING OF EMERGENCY CALLS TO OPERATORS – To the extent Customer's NXX encompasses multiple emergency agencies, SBC agrees to ask the Customer's End User for the name of his/her community and to transfer the Customer's End User to the appropriate agency for the End User's area. Customer must provide SBC with the correct information to enable to transfer as required by the OSQ. Customer will also provide default emergency agency numbers to use when the End User is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC will attempt to reach the appropriate operator if the network facilities for inward assistance exist. Customer agrees to indemnify, defend, and hold harmless SBC from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.
- 1.5 CALL BRANDING consists of SBC identifying Customer's name audibly and distinctly to Customer's End User at the beginning of each OA Services call. SBC will brand OA calls in Customer's name based upon the following criteria:
- (a) The same brand will apply to all calls on the same trunk group.
 - (b) Customer's name used in branding calls may be subject to Commission regulations and should match the name in which Customer is certified.
 - (c) Customer will provide SBC with written specification of its company name to be used in creating Customer specific branding messages for its calls in accordance with the process outlined in the Operator Services Questionnaire (OSQ) thirty (30) calendar days in advance of the date when the Operator Services are to be undertaken.
 - (d) An initial non-recurring charge applies per State, per Operator Assistance switch, per brand, for the establishment of Customer's specific branding. An additional non-recurring charge applies per State, per Operator Assistance switch, per brand, for each subsequent change to the branding announcement.
- 1.6 REFERENCE/RATER SERVICE consists of SBC furnishing to Customer's End User specific information regarding Customer's OA rates, business office number, repair number and other information specific to Customer. SBC will provide Customer's OA Rate/Reference information based upon the following criteria:
- (a) Customer will furnish OA Reference and Rater Information in accordance with the process outlined in the OSQ thirty (30) calendar days in advance of the date when the OA Services are to be undertaken.
 - (b) Customer will inform SBC via the OSQ of any changes to be made to such Reference/Rater Information fourteen (14) calendar days prior to the effective Reference/Rater change date.

- (c) An initial non-recurring charge will apply per State, per operator assistance switch, for loading of Customer's, OA Reference/Rater Information. An additional non-recurring charge will apply per State, per operator assistance switch, for each subsequent change to Customer's OA Rate or Reference Information.
- (d) When an SBC Operator receives a rate request from Customer's End User, SBC will quote the applicable, OA rates provided by Customer.

2. RESPONSIBILITIES OF THE PARTIES

- 2.1 Customer agrees that due to customer quality and work force scheduling, SBC will be the sole provider of the Services selected by Customer for its local serving area(s).
- 2.2 Where technically feasible and/or available, 10-Digit Exchange Access Operator Services Signaling, (EAOSS) will be utilized between Customer's switch and SBC's designated Operator assistance switch. In the absence of EAOSS, Customer will be responsible for providing a dedicated trunk group to each designated SBC Operator assistance switch for each NPA served.
- 2.3 Customer will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC Operator assistance switch. Should Customer seek to obtain interexchange OA service from SBC, Customer is responsible for ordering the necessary facilities through SBC's interstate or intrastate Access Services tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange carrier obtains access service for the purpose of originating or terminating interexchange traffic. In all cases, SBC reserves the right to determine which Operator Assistance switch(s) will serve as the point of interconnection.
- 2.4 The parties shall provide facilities necessary for the provision of OA services hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 2.5 Customer will furnish to SBC, a completed OSQ thirty (30) calendar days in advance of the date when the OA services are to be undertaken.
- 2.6 Customer will provide SBC updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

3. METHODS AND PRACTICES

- 3.1 SBC will provide Service to Customer's End Users in accordance with SBC's methods and practices in effect at the time the call is made, unless otherwise agreed in writing by both parties.

4. PRICING

- 4.1 Pricing for Services during the Initial Term of this Agreement shall be at the rates specified in Attachment "A" PRICING attached hereto. After the Initial Term of this Agreement, SBC may change the prices for the provision of Services upon not less than one hundred twenty (120) calendar days written notice to Customer.

5. MONTHLY BILLING

- 5.1 SBC will render monthly billing statements to Customer, and remittance in full will be due within thirty (30) days of receipt of the billing statement. Any payment not made when due shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid. Customer shall be responsible for any costs of collection (including attorney's fees and costs) incurred by SBC to collect unpaid amounts owed by Customer to SBC.
- 5.2 SBC will accumulate and provide to Customer the data that will enable Customer to bill its End Users. Standard formatting will be used in the process of data exchange.

6. LIMITATION OF LIABILITY

- 6.1 Customer shall defend, indemnify, and hold harmless SBC from any and all losses, damages, or other liability including attorneys fees that Customer may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Customer's End Users' use of the Services. Customer shall defend against all End User claims just as if Customer had provided such service to its End User with Customer's own operators and systems and shall assert its tariff limitation of liability for benefit of both SBC and Customer.
- 6.2 Customer shall release, defend, indemnify, and hold harmless SBC from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC's employees and equipment associated with provision of the Service(s), including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call for the Services.
- 6.3 CUSTOMER EXPRESSLY AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SBC MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SBC MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. SBC HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.
- 6.4. IN NO EVENT SHALL SBC BE LIABLE TO OR THROUGH CUSTOMER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST INCOME, AND LOST BUSINESS OPPORTUNITIES) ARISING FROM THE USE OR INABILITY TO USE THE SERVICE. SBC'S LIABILITY TO OR THROUGH CUSTOMER FOR DAMAGES IN REGARDS TO EXTRAORDINARY AND UNREASONABLE INTERRUPTIONS OF SERVICES, OR FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF THE SERVICES, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO RATA CHARGES TO CUSTOMER FOR THE PERIOD DURING WHICH THE SERVICE IS AFFECTED.

7. FORCE MAJEURE

- 7.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers or other causes beyond the control of Customer or SBC. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:
- (a) terminate this Agreement or part thereof as to Services not already performed.
 - (b) suspend this Agreement for the duration of the force majeure condition and buy or sell elsewhere the Services to be performed under this Agreement, and resume performance under this Agreement once the force majeure condition ceases with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.
- 7.2 Unless written notice to the contrary is given within thirty (30) days after such affected party is notified of the force majeure condition, option (2) shall be deemed selected.

8. USE OF INFORMATION

- 8.1 Any specification, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise ("Information") furnished to Customer under this Agreement or contemplation of this Agreement, shall remain SBC's property. All copies of such Information in written, graphic or other tangible form shall be returned to SBC at SBC's request.

Information shall be kept confidential by Customer in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between Customer and SBC in writing.

9. TERM OF AGREEMENT

- 9.1 This Agreement will commence on the effective date indicated on the first page hereof and continue in force for a period of one (1) year (the "initial Term"). Thereafter, unless either party has notified the other party in writing at least one hundred twenty (120) days prior to the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, subject to termination by either party at the expiration of the then-current renewal term upon not less than one hundred-twenty (120) days written notice to the other party.
- 9.2 Either party may terminate this Agreement upon written notice if the other party is in breach of any of the material terms and conditions hereof and such breach is not cured within thirty (30) days of receipt of written notice of breach (which notice specifies with particularity the basis of the breach) from the non-breaching party.

10. GENERAL

- 10.1 Notices. Any notice or demand which under the terms of this Agreement must or may be given or made by any party hereunder, shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, return receipt requested, addressed to the respective parties as follows:

NOTICE CONTACT	BAYLAND COMMUNICATIONS, INC. CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Roger Hermsen /Vice President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	2711 E. Frontage Road	311 S. Akard, 9 th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Abrams, WI 54101	Dallas, TX 75202
FACSIMILE NUMBER	920-826-5911	214-464-2006

or to such other address as each party shall designate by proper notice. Notices will be deemed to have been received as of the earlier of the date of actual receipt or, in the case of US mail, three (3) days after mailing.

- 10.2 Mark/Name Usage. Each party shall submit to the other party all advertising, sales promotion, press releases and other publicity relating to this Agreement or the Services performed hereunder wherein the other party's name(s) or mark(s) is mentioned or language from which the connection of said name(s) or mark(s) therewith may be inferred or implied; and each party further agrees not to publish or use such advertising, sales promotion, press releases, or other publicity without the prior written approval of the other party.
- 10.3 Choice of Law. This Agreement and performance hereunder shall be governed by the domestic laws of Texas.
- 10.4 Non-Exclusivity. Except as specifically limited herein, both parties are free to enter into similar arrangements with other parties concerning activities similar to those contemplated by this Agreement provided that subject to, and in compliance with, the reciprocal nondisclosure obligations referenced herein, no confidential information exchanged between the parties shall be given to a third party without written consent of the other party.
- 10.5 Assignment. This Agreement may not be assigned or otherwise transferred, in whole or in part, by any party without the express prior written consent of the other party, which consent will not unreasonably be withheld; *provided that*, either party may assign this Agreement to a parent, subsidiary or affiliated company

without the consent of the other party; *provided further that*, any assignment of this Agreement by either to a parent, subsidiary or affiliate company shall not expand or enlarge the other party's duties or obligations under this Agreement. Written notice of any permitted assignment of this Agreement shall be provided by the assigning party to the other party.

- 10.6 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance, cancellation or termination of this Agreement.
- 10.7 Compliance with Laws. The parties agree to comply with all applicable federal, state and local laws, regulations and codes in their respective performance of this Agreement, including the procurement of required permits or approvals, as necessary.
- 10.8 Severability. If any provision of this Agreement is determined to be invalid, it will not affect other provisions and the parties agree that, if that invalidity reveals a situation not provided for by this Agreement, they will jointly seek an arrangement having a valid legal and economic effect as similar as possible to the ineffective provision and covering the scope of any missing provision in a manner reasonably directed to the purpose of this Agreement.
- 10.9 Waiver. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification. Waiver by either party of any default by the other party shall not be deemed a waiver by such party of any other default.
- 10.10 Independent Contractor. The parties relationship with each other shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between the parties. Neither party shall have the right, power or authority to bind the other to any third party except as expressly agreed between them in writing.
- 10.11 Headings. Paragraph headings contained hereunder are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. This Agreement shall be deemed to have been drafted by both parties hereto, and therefore, the language shall not be construed against either party as the drafter.
- 10.12 Entire Agreement. This Agreement and Exhibit 1, which is attached hereto and incorporated herein by this reference, are the complete and exclusive statement of agreement between the parties relating to its subject matter, and supersedes all proposals, oral or written, and all other communications between the parties relating to its subject matter. Any amendments or modifications to the Agreement must be in writing and executed by the proper representatives of the parties hereto.