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Ameritech

Myron L. Cauble, Jr.
Counsel

PUBLIC SERVICE COMMISSION OF WISCONSIN
1999 SEP 14 A 10:04
RECEIVED

September 3, 1999

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of WI
P O Box 7854
Madison, WI 53707-7854

Re: Application for Approval of the Operator Toll and Assist and Directory Assistance Services Agreement Between Wisconsin Bell, Inc. and Bayland Communications, Inc.
Dated July 1, 1999

Dear Ms. Dorr:

Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement between Wisconsin Bell and Bayland Communications, Inc.

I have been authorized by Bayland Communications to submit for Commission approval pursuant to 47 USC s.252(e), the enclosed Operator Toll and Assist and Directory Assistance Services Agreement.

I hereby certify that a copy of this letter has been served on Mr. Roger L. Hermsen of Bayland Communications, Inc., 2710 U.S. Highways 41 & 141, Abrams, WI 54101-0200 via first class mail on September 3, 1999.

Very truly yours,

MLC:mkl

cc: Mr. Barth, PSCW
Mr. Asti, Ameritech
Ms. McDuff, Ameritech

OPERATOR TOLL AND ASSIST AND DIRECTORY ASSISTANCE SERVICES AGREEMENT

THIS AGREEMENT, is effective as of the 1st day of July, 1999, ("Effective Date") between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, with offices at 350 North Orleans, Third Floor, Chicago, Illinois, 60654 as an agent for Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("Ameritech") and Bayland Communciations, Inc. a Wisconsin corporation with offices at 2710 US Highways 41 & 141, Abrams, WI 54101-0200 ("Customer").

WHEREAS Ameritech wishes to provide and Customer wishes to acquire Ameritech's Operator Toll and Assist and Directory Assistance services; and

WHEREAS both parties want to expand their business relationship;

THEREFORE, in consideration of the promises and covenants contained herein, the parties do mutually agree as follows.

1. Scope of the Agreement

1.1 This Agreement establishes the terms and conditions governing the provision to the Customer by Ameritech of manual and automated intraLATA Operator Toll and Assist Services and Directory Assistance Services. Each offering provided hereunder is made available as a stand alone, integrated service and not as an unbundled network element.

2. Scope of the Services

2.1 Ameritech will provide manual and automated Operator Toll and Assist and Directory Assistance services to Customer. The services will include Local and intrastate intraLATA, interstate intraLATA Operator Toll and Assist Services ("OS"), Home NPA Directory Assistance service and Information Call Completion ("DA") services. Exhibits A and B define those services and the charges applicable to each. Customer exchanges for which these services will be provided are listed in Appendices A and B attached to this Agreement. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance and Information Call Completion services will be provided to Customer upon request and will be updated as such DA services are provided in additional NPA/Exchange Areas.

2.2 Customer will provide the necessary direct trunking and termination facilities to the Ameritech switch used to provide OS and DA services. Additional Customer responsibilities for delivering traffic to Ameritech are set forth in Exhibit C.

3. Responsibilities of the Parties

3.1 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of assuring that the OS and DA service meets current industry standards.

3.2 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

3.3 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the state regulatory commission having jurisdiction over the provision of such service. Customer has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent. Upon thirty (30) days written notice, Customer may perform on-site audits and review documents used to prepare bills. Ameritech will share upon request service results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

3.4 Customer is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the Ameritech switch used to provide OS and DA services. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities shall be provided by Customer to the extent necessary.

3.5 Customer will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and operator services offices. Customer will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.

3.6 Customer will furnish to Ameritech all information necessary for provision of OS and DA. This information shall be treated as Confidential and Proprietary. For OS this information includes, but is not limited to, emergency agency phone numbers, rate information (such as mileage bands, operator surcharge information), and originating screening information. For DA services, Customer will furnish Ameritech ninety (90) days (or such earlier time as the parties may mutually agree upon) before DA service is initiated details necessary to provide that service. This information includes, but is not limited to, listing information for the areas to be served by Ameritech, and network information necessary to provide for the direct trunking of the DA calls. Customer will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Customer will inform Ameritech of other changes in the records on a mutually agreed upon schedule.

3.7 For branding of Calling Card, OS and DA calls, Ameritech shall record the branding announcement, no longer than 3 seconds, for installation on each OS and DA switch serving Customer's customers. Customer shall provide Ameritech the wording of the announcement.

3.8 Customer grants to Ameritech during the term of this Agreement a non-exclusive, license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Customer under this Agreement will be maintained by Ameritech only for providing DA information to Customer subscribers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Customer from entering into a separate agreement which would allow Ameritech to provide or sell Customer's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

3.9 Ameritech will supply Customer with call detail information so that Customer can rate and bill the call. This information excludes rating and invoicing of end users.

4. Billing and Payment

4.1 Ameritech will bill Customer monthly for the OS and DA services it performs at the rates specified in Exhibits A and B, which will include detailed billing information as required to substantiate its charges.

4.2 Customer will pay Ameritech for all undisputed amounts within thirty (30) days of receipt of the invoice for the OS and DA services performed by Ameritech. When the payment date falls on a weekend or holiday, the due date shall be the next business day. Disputed amounts will be paid as outlined in Section 4.5 below.

4.3 A late payment charge of 1.5% monthly or the highest legal rate will be charged if payment is not received within thirty (30) days of Customer's receipt of the invoice.

4.4 If any portion of the billing statement is in dispute, the disputing party shall inform the other party in writing of the disputed amount(s) involved. "Post payment disputed amounts" shall also be declared in writing to the other party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement, but in no event shall Customer dispute a paid amount more than twelve (12) months after the date of payment. Parties will have until thirty (30) days from the date the disputing party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the 15th day from the date of resolving the dispute. In the event a dispute cannot be reconciled between the parties, it shall be resolved through the procedure described in Exhibit D.

5. Term and Termination

5.1 This Agreement shall become effective on the Effective Date and shall remain in effect for two (2) year(s).

5.2 The charges for the services provided under this Agreement (i) are set forth in Exhibits A and B attached hereto, (ii) shall remain firm fixed for the initial one (1) year term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to Customer no less than thirty (30) days in advance of the effective date of the price revision.

5.3 If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of the failure to perform and allowing the non-performing party thirty (30) days to cure such failure, may terminate this Agreement immediately upon written notice to the non-performing party.

5.4 Upon termination of this Agreement, all claims by Ameritech or Customer for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.

5.5 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to change the Agreement, then the parties will meet, negotiate and, if accord is reached, make the required changes by written agreement. If any changes are material and either of the parties determines that such material changes are not consistent with its interests, it may terminate the Agreement. Termination under these conditions shall be deemed a termination without cause, and neither party shall have any liability in connection with such termination, except for amounts due prior to such termination.

5.6 In the event that Customer terminates this Agreement before the end of the term, Customer shall be liable for Directory Assistance termination charges equal to the difference between the per call rate for the term selected by Customer and the per call rate for the term actually completed by Customer prior to the termination date, multiplied by the number of Directory Assistance calls delivered by Customer to Ameritech from the Effective Date to the termination date.

6. Indemnification

6.1 To the extent not prohibited by law, each party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of negligence or willful misconduct by the Indemnifying Party, its agents or contractors, in connection with the Indemnifying Party's provision of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

6.2 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.

6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

7. Limitation of Liability

7.1 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, except as provided in Section 7.2, Ameritech shall not be liable for any loss, nor for defects or equipment failures, caused in whole or in part by conduct of Customer, Customer's agents, servants, contractors or others acting in aid or in concert with Customer.

7.2 In the case of any loss, cost, claim, injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 6 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

7.3 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton

misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.4 Under no circumstances shall Ameritech be liable to Customer or Customer's customer for any failure with respect to completion of emergency calls.

7.5 These remedies shall be exclusive of all other remedies against Ameritech or Customer, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

7.6 Neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.

7.7 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. Miscellaneous

8.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

8.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

8.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure,

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.

8.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

8.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

8.6 Governing Law. This Agreement shall be governed by the laws of the state in which the services are performed.

8.7 Taxes. Customer shall pay or otherwise be responsible for all taxes which arise under this Agreement, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.

8.8 Assignment. Neither Ameritech nor Customer may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Customer may assign this Agreement to a corporate affiliate upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

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

8.10 Notices. Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Customer:

Bayland Communications, Inc.
2710 U.S. Highways 41 & 141
Abrams, WI 54101-0200
Attn: Roger Hermsen

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, IL 60654
Attn: Director - Contract Development & Administration

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

8.11 Publicity. Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates, or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

8.12 Survival. The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.13 Joint Work Product. The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

8.14 No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

8.15 Authority. Each party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the party has been properly authorized to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms and conditions and provisions.

8.16 Entire Agreement. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the 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. 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 both parties.

Attached and incorporated herein are:

Exhibit A	-	Operator Services
Exhibit B	-	Directory Assistance
Exhibit C	-	Required Facilities
Exhibit D		Dispute Resolution Between Executives
Appendix A	-	Customer Offices with Ameritech Operator Service
Appendix B	-	Customer Offices with Ameritech Directory Assistance Service

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of the day first stated above.

Bayland Communications, Inc.

By: [signature]

Printed: ROGER L. HERMSEN

Title: VICE PRES

Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

By: [signature]

Printed: Theodore A. Edwards

Title: Vice President

MODEL
Revised June 8, 1999

Exhibit A

Operator Services

A. Definitions - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for these services:

   a. Calling card - the customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

   b. Collect - the customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

   c. Third number billed - the customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

   d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:

      1) assisting customers requesting help in completing calls or requesting information on how to place calls;

      2) handling emergency calls;

      3) verifying "no answer" and "busy" ("BLV") conditions for customer;

      4) interrupting calls in progress for customer ("BLVI");

      5) providing local and intraLATA operator assisted call rate information; and

      6) handling person to person calls.

   e. Operator Transfer Service (OTS) - calls in which the end user dials "0" and is connected to an Ameritech operator and may request call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the end user to the requested IXC's point of termination.

2. Automated Call Assistance - mechanized call processing without operator involvement for these services, specifically:

a. Automated calling card service (ACCS) - the customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

b. Automated collect and third number calling (ACTC) - the customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

c. Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.

4. Branding - the ability, when available, to put Customer's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Custom Branding" provides the ability, when available, to put Customer's brand on that portion of the OS call going out to the called/billed party.

B. Rate Application - Ameritech will provide Operator Services and will bill Customer the applicable rates on a monthly basis, in accordance with the following methodology:

1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

2. Automated Call Assistance (ACCS, ACTC and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.

4. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

5. In the event Ameritech is responsible for lost, destroyed or mutilated TOPS AMA recordings, Ameritech will not bill Customer for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech will bill Customer for those calls using actual data.

C. Rate Table

1. Operator Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

   $.362 per occurrence (Wisconsin)

   Busy Line Verification

   $.711 per occurrence (Wisconsin)

   Busy Line Verification/Interrupt

   $.857 additional per occurrence (Wisconsin)

2. Automated Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

   $.028 per occurrence (Wisconsin)

3. LIDB Validation - one rate will apply.

	LIDB Query for Ameritech's LIDB Customer	LIDB Query for Non-Ameritech LIDB Customer
Wisconsin	$.016050	$.057747

4. Custom Branding - rate is a one time charge assessed on a per trunk group basis.

   $330.60 per trunk group (Wisconsin)

Exhibit B

Directory Assistance

A. **Definition** - Directory Assistance service shall consist of the following services.

1. Home NPA Directory Assistance - those calls in which the end users dial "1 + 411," "411," "1 + 555-1212" or "555-1212" or such other numbers as designated by Customer to obtain Directory Assistance for local numbers located within their NPA.[1]

2. Information Call Completion - provides an end user who has accessed the Directory Assistance service and has received a number from the Audio Response Unit (ARU), the option of having the call completed by pressing a specific digit on a touch tone telephone.

3. Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

B. **Contract Rates and Application** - the following rates and charges will apply:

1. Home NPA Directory Assistance - rate will apply on a completed basis for all direct trunked calls.

$.287 per occurrence (Wisconsin)
(12 mos. $.275)
(24 mos. $.270)
(36 mos. $.265)

2. Information call completion - rates apply on a completed call basis.

Per completed call (Wisconsin) $.023

3. Branding - rate is a one time charge assessed on a per trunk group basis. A trunk group is a set of circuits from an end office to a tandem, from tandem to tandem, or from tandem to end office that possess the same characteristics, such as transporting the same type of traffic, and that are all assigned the same trunk group number.

$330.60 per trunk group (Wisconsin)

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[1] Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the term of this Agreement unless such change makes service technically or economically impracticable.

Exhibit C

Required Facilities

As provided in Sections 2 and 3 above, Customer is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Customer needs to deliver its traffic direct from its end office to the TOPS switch location, and there can be no tandem switching. The TOPS location to which Customer will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Customer deliver its OS or DA traffic to the TOPS switch most closely located to the Customer's NPA/exchange originating the call.

Exhibit D

Dispute Resolution between Executives.

The parties shall attempt in good faith to resolve any bona fide dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any bona fide dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

(a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

(b) If the matter has not been resolved within thirty (30) days of the disputing party's notice, or if the parties fail to meet within fifteen (15) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy available pursuant to law or equity.

(c) Continued Performance. Customer shall continue to make payments to Ameritech during the dispute resolution process. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings, as long as Customer continues to make payments to Ameritech in accordance with this Agreement.