

**FIRST AMENDEMENT TO
OPERATOR SERVICES AGREEMENT**

Dated September 9, 1997

FIRST AMENDMENT TO OPERATOR SERVICES AGREEMENT

This First Amendment (the "Amendment") to Operator Services Agreement is effective as of the 9th day of September, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc. a Delaware corporation with offices at 350 N. Orleans, 3rd Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin, the Ameritech Operating Companies, (collectively referred to herein as "Ameritech") and GTE North Incorporated, a Wisconsin corporation and Contel of the South, Inc., a Georgia corporation, (collectively referred to herein as "GTE") with offices at 600 Hidden Ridge Drive, Irving, Texas, 75038.

WHEREAS, Ameritech and GTE are parties to that certain Operator Services Agreement dated September 1, 1995 (the "OS Agreement") which sets forth the obligations of the Parties and the terms and conditions under which Ameritech provides to GTE Operator Services and Directory Assistance services.

WHEREAS, the Parties have agreed that the OS Agreement be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ameritech and GTE hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the OS Agreement.

2.0 AMENDMENT TO THE OS AGREEMENT

On and from the Effective Date of this Amendment, the OS Agreement is hereby amended as follows:

Exhibit C of the OS Agreement is hereby amended by adding the following language after the "per DA call" rate of \$.225 in Section B, Contract Rates and Application, Subsection 1. Local and "HNPA-DA" Directory Assistance:

For all direct-trunked DA service performed for Customer's end users in the State of Michigan, the rate shall be the lesser of (i) the applicable rates set forth in F.C.C. No. 2, Section 9 (or any successor provision) and (ii) \$0.225 per occurrence.

Exhibit C of the OS Agreement is hereby amended by adding the following language after the "per DA call" rate of \$.248 in Section B, Contract Rates and Application, Subsection 2. Local and "HNPA-DA" Directory Assistance:

For all non-direct-trunked DA service performed for Customer's end users in the State of Michigan, the rate shall be the lesser of (i) the applicable rates set forth in F.C.C. No. 2, Section 9 (or any successor provision) and (ii) \$0.248 per occurrence.

3.0 MISCELLANEOUS

- 3.1 The OS Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the OS Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Operator Services Agreement" or may identify such Operator Services Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.
- 3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.
- 3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of this 9th day of September, 1997.

GTE

By: Jerome J. Bruchmiller

Printed: Jerome J. Bruchmiller

Title: DIRECTOR - INDUSTRY AFFAIRS

Date: SEPTEMBER 9, 1997

GTE North, Incorporated and
Contel of the South, Inc.

AMERITECH INFORMATION
INDUSTRY SERVICES, A DIVISION
OF AMERITECH SERVICES, INC.

By: DONALD F. KOLOSIEKE

Printed: DONALD F. KOLOSIEKE

Title: DIRECTOR - INTERCONNECTION

Date: SEPTEMBER 2, 1997

of behalf of and as agent for
the Ameritech Operating
Companies

AMERITECH LISTING LICENSE AGREEMENT

This Agreement entered into as of the 3 day of MAY, 1996, between Ameritech Telephone Industry Services, A division of Ameritech Services, Inc., whose principal place of business is 2000 W Ameritech Center Drive, Hoffman Estates, Illinois 60196-1025, on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin (each said Company shall be referred to individually and collectively hereinafter as "Ameritech") and GTE Directories Corporation whose principal place of business is Rt. 3, Box 40, Walnut Rd., Warsaw, Va. 22572 ("Licensee").

WITNESSETH:

WHEREAS, Ameritech to the extent permitted by law, is the owner of all right, title and interest in and to certain name, address and telephone number information of its residential and business telephone service subscribers ("Listing Information"); and

WHEREAS, Licensee desires to obtain the Listing Information which appears in one or more Ameritech Directory or Directories, for use in compiling, producing, publishing, and/or delivering an alphabetical and/or street address directory or directories in Licensee's name ("Licensee Directory"); and

WHEREAS, Ameritech is willing to license the right to use Listing Information to Licensee strictly pursuant to the provisions of this Agreement and for no other purpose.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE ONE - LISTING REQUESTS

- 1.0 Licensee may, from time-to-time, during the term of this Agreement obtain from Ameritech Listing Information subject to the considerations stated herein. Such Listing Information shall be current as of the date of extraction from Ameritech's listing system.
- 1.1 All requests for Ameritech Listing Information supplied to Licensee pursuant to this Agreement shall be provided upon the submission by Licensee of an appropriate "Request for Listing Information" form, the current sample of which appears as Appendix A, attached hereto and incorporated herein ("Request").
- 1.2 Each Request shall specify the Listing Information requested according to either the Ameritech Exchange Areas, zip code area or community and shall include the

format in which such Listing Information shall be furnished. For purposes of this Agreement, "Exchange Area" means the central office serving area represented by the first three digits of a telephone exchange within an area code.

- 1.3 Each Request shall be subject to appropriate license fees and other charges as set forth in Paragraph 3 herein. Any Request submitted by Licensee for a Base File only (as defined in Appendix B) shall be subject to a minimum charge of three hundred dollars (\$300).
- 1.4 Each Request shall be provided to Ameritech no later than thirty (30) calendar days prior to the date by which Listing Information and related Additional Services are scheduled to be provided to the Licensee. It shall contain the name of the licensee's Directory, the publication date, Additional Services, if any, the date mutually agreed upon for provision of same to Licensee ("Provision Date") and identification specifications for the requested Ameritech Listing Information.

ARTICLE TWO - LICENSE

- 2.0 Subject to the provisions of this Agreement, Ameritech grants to Licensee during the term of this Agreement a non-exclusive, non-transferable License for one (1) time use of Listing Information provided pursuant to each Request, such use to be limited to the compilation, production, publication and distribution of the Licensee Directory identified in the particular Request. This License Agreement applies to and is effective only to those listings contained in Ameritech's records with respect to business and residence customers and excludes all non-published and non-listed subscribers.
- 2.1 Licensee agrees not to use or publish any lists or Listing Information which it has been advised by Ameritech or otherwise has reason to know is incorrect or incomplete.
- 2.2 Ameritech reserves the right to make changes in the form, content or scope of its Listing Information; makes no representation that it will continue to provide the Listing Information in its current form in the future; and reserves the right to modify its form, to change the manner in which it is provided. Ameritech shall notify Licensee in writing of any such change not less than thirty (30) days prior to implementation.
- 2.3 Any source material containing Listing Information furnished by Ameritech hereunder, whether or not used by Licensee for the purpose stated herein, shall remain the property of Ameritech and Licensee shall, upon request from Ameritech, but in no event later than thirty (30) days following the termination of this Agreement as stated in Paragraph 6.5 herein, return or destroy such source material.

- 2.4 If Listing Information provided hereunder includes any listings or other information that is the property of a telephone company other than Ameritech whether pursuant to release, by mistake or otherwise Licensee must enter into a separate license agreement with such telephone company if Licensee desires to use or publish any such listing or other information in a Licensee Directory. Upon Ameritech's request, Licensee shall furnish a copy of such license agreement to Ameritech.
- 2.5 The License granted herein shall be non-assignable and Licensee shall have no right to sub-license or permit any other publisher or person to use the Listing Information or any information extracted therefrom except for the purpose of assisting in the compilation, production, publication or distribution of the Licensee Directory identified in the particular Request. Licensee shall take reasonable and prudent steps to prevent disclosure of the source material containing Listing Information at least equal to the steps taken by it to protect its own similar proprietary information, including adequate computer security measures to prevent unauthorized access to the Listing Information when contained in any data base.
- 2.6 Any "Updates", "Advanced Listing Orders" or "New Connect Listings" (as defined in Appendix B) requested by Licensee, whether provided daily, weekly, or monthly shall not be used to compile, publish or update a directory or compile or publish a separate list but may be used to generate leads for sales of yellow pages classified advertising in Licensee's Directory. In no event shall Licensee use, disclose or reproduce any Ameritech service order information or other information furnished hereunder or permit anyone but its duly authorized employees or agents to inspect or use the same, except for the purposes expressly provided herein.

ARTICLE THREE - LICENSE FEE

- 3.0 Fees as set forth in the Appendix B and any transportation expenses shall be assessed for the Listing Information and related Additional Services specified in 3.2 below. Amounts due hereunder shall be invoiced fifty percent (50%) upon receipt of a Request and fifty percent (50%) sixty (60) days after delivery of the Listing Information or upon publication of a Licensee Directory containing such Listing Information, whichever first occurs. All fees owed to Ameritech under this Agreement shall be paid by Licensee within thirty (30) days of invoice date.
- 3.1 Listing Information - Licensee agrees to pay to Ameritech all applicable license fees and per-listing charges and such state, municipal and federal taxes as may be applicable to such transaction (hereinafter "Fees") for each submitted Request as are shown on Appendix B.

3.2 Additional Services:

(i) Photocomposition pages - Upon receipt of a Request ordering photocomposition pages, Ameritech shall provide Licensee with photocomposed pages of the requested Listing Information for Licensee's Directory. In addition to the Fees described in Paragraph 3.1 herein, Licensee shall pay to Ameritech a processing charge as set forth in Appendix B for each photocomposed page provided to it.

(ii) Customization services Customization and other special programming for non-standard extracts e.g. sorted by street address, as noted in Appendix B, are also available to Licensee, upon receipt of a Request by Licensee. For each Request requiring special programming, Licensee shall pay to Ameritech a one time fee set forth in Appendix B in addition to the fees described in Paragraph 3.1.

3.3 The per listing charge as specified in Appendix B herein entitles Licensee to a one time publication of each listing so provided. In the event any Licensee Directory contains more than one reference to any Listing Information (for example, in both an alphabetical and a classified listing section) only one per listing charge will be assessed.

3.4 Increase or Decrease in Fees or Charges, All Fees shall be fixed during the period of this Agreement. Charges for Additional Services specified in Paragraph 3.2 herein may be increased by Ameritech at any time upon thirty (30) days prior written notice to Licensee. Notwithstanding the foregoing, all Fees and other charges herein may be decreased by Ameritech at any time without notice.

3.5 Notwithstanding the provisions of paragraph 3.0 above, Ameritech reserves the right to require receipt of payment in full for any Listing Information or Additional Services prior to scheduled shipment to Licensee. The payment in full will include, but is not limited to, estimated charges made for items requested by Licensee and contained in the Request. The payment of estimated charges by Licensee to Ameritech shall be credited against the charges due and payable with the final invoice. Any or all remaining payment shall be due and payable upon thirty (30) days of receipt of an invoice.

ARTICLE FOUR - IDENTIFICATION

4.0 Licensee shall, to the extent legally permissible, include a proper copyright notice in its name in each Licensee Directory published by it and Licensee shall use its best efforts to protect and maintain the validity of said copyright. Nothing contained in this Agreement shall restrict, impair or diminish the proprietary interest of Ameritech in any Ameritech Directory or the Listing Information furnished to the Licensee, and Ameritech shall continue to copyright directories published by it or on its behalf without regard to the prior publication and

copyright of any Licensee Directory. Upon request by Ameritech, Licensee agrees to execute and deliver to Ameritech all assignments, documents and directories necessary to carry out the intent of this Paragraph; however, Licensee shall deliver to Ameritech one copy of each edition of the Licensee's Directory for which Listing Information has been provided by Ameritech. This copy shall be furnished without charge within ten (10) working days following the publication of Licensee's Directory. Ameritech further reserves the right to examine at reasonable times Licensee's Directory. Ameritech further reserves the right to examine at reasonable times Licensee's security practices.

- 4.1 Licensee shall not make any representation to the public, prospective advertisers or others, express or implied, written or oral, which would give the impression that Licensee and/or any Licensee Directory is the same as, a part of, or associated with Ameritech or any Ameritech Directory; nor shall Licensee canvass for or publish any type of telephone directory in the name of Ameritech, or use, except as authorized herein, Listing Information or any Ameritech or any affiliated Ameritech Company advertising contained in Ameritech Directories.
- 4.2 Licensee shall not publish any Licensee Directory in such form as may tend to cause or create confusion or be identified with any Ameritech Directory, and further, Licensee agrees that its employees, agents and representative shall not use any advertisement, order form, billing invoice, stationery, promotional material or any other material or device which would tend to create or imply association with or sponsorship by Ameritech or any affiliated Ameritech Company.
- 4.3 Licensee shall not word the title of any Licensee Directory in any manner which would tend to indicate that it is an Ameritech Directory. Licensee shall use its own name or trade name (in full or in part) on the cover of each Licensee Directory and shall use a similar designation in all of its advertising, canvassing and billing for such Licensee Directory.
- 4.4 Licensee shall not reproduce or use in a classified portion (or in any other part) of any Licensee Directory stock graphic cuts or filler material or text which is proprietary to Ameritech or used by Ameritech or its affiliated companies in any Ameritech Directory, unless such matter was furnished to Licensee by the advertiser and owned by the advertiser.
- 4.5 Licensee agrees to print month and year of publication on the front cover of each of its Directories and to publish the following statement on the masthead page of each Directory:

Listings of Ameritech, contained herein were transcribed by
CITE pursuant to a license from Ameritech-
~~and may not be reproduced in whole or in part, or in any form
whatsoever, without the written permission of Ameritech.~~

ARTICLE FIVE - INDEMNITY/LIMITATION OF LIABILITY

- 5.0 Licensee shall defend, indemnify, and hold harmless Ameritech and its officers, employees, affiliates, agents, assigns, representatives and licensees from and against all loss, liability, damage and expense (including all costs and reasonable attorneys' fees) arising out of any demand, claim, suit or judgment by a third party related to Ameritech supplying or its failure to supply any listing or Listing Information hereunder, or Licensee's use or misuse of the same; or related to any error, inclusion or omission in any Licensee Directory, regardless whether any such demand, claim or suit by such third party is brought jointly against the Licensee and Ameritech or against Ameritech alone; provided, however, that in the event of any such demand, claim or suit, Ameritech may, at its option and at its expense, assume and undertake its own defense or assist in the defense of Licensee provided, however, that Ameritech shall not enter into any settlement of any such demand, claim or suit without prior written consent of Licensee.
- 5.1 Ameritech's responsibility for delivery of the Listing Information shall be discharged upon its delivery to Licensee's specified courier. If the Listing Information provided to Licensee by Ameritech is not that as stated in the Request, Ameritech shall, upon request, attempt to provide those listings identified in the particular Request without additional cost to Licensee. Such request must be made within thirty (30) calendar days of Licensee's receipt of the Listing Information and shall include the original Listing Information provided in error.
- 5.2 The lists and Listing Information are provided "AS IS"; Ameritech does not warrant or represent that any lists or Listing Information made available to Licensee pursuant to this Agreement are correct or complete; and, Licensee hereby releases Ameritech from any liability due to errors, inclusions or omissions in the lists or Listing Information provided hereunder; provided however Licensee shall be entitled to refund of the amount paid for any individual listing to the extent such listing is found to be inaccurate or incomplete.
- 5.3 THE REMEDY STATED IN PARAGRAPH 5.1 and 5.2 HEREOF SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PROVISION OF LISTS AND LISTING INFORMATION HEREUNDER, AMERITECH MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMERITECH SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR DIRECT, CONSEQUENTIAL EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE SIX - MISCELLANEOUS

- 6.0 Non-Exclusivity - Nothing in this Agreement or elsewhere shall give Licensee any exclusive right to the use of the Listing Information and Ameritech shall be free at any time to grant similar Licenses to others under the same or different terms and conditions as Ameritech in its sole discretion may determine.
- 6.1 Force Majeure - Performance by Ameritech shall be excused by reason of natural disaster, labor difficulty; civil disorder; acts of God; statute, ordinance or regulation hereinafter enacted, promulgated or entered by a court or government agency of competent jurisdiction; or by reason of any other cause beyond the reasonable control of Ameritech.
- 6.2 Survival of Obligations - The provisions of this Agreement that by their sense and context are intended to survive the termination of this Agreement shall so survive and continue in effect in accordance with their terms.
- 6.3 Governing Law - The validity, construction and enforceability of this Agreement shall be governed by the laws and regulations of the State of Illinois.
- 6.4 Severability - In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the valid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- 6.5 Term and Termination
- (i) This Agreement shall commence as of the date noted in the introductory paragraph of this Agreement, and shall continue for a period of 36 months (the "Term"); provided however, if Licensee violates any material provisions of this Agreement, Ameritech may immediately terminate this Agreement without notice thereof to Licensee, and seek injunctive relief and all damages and other remedies available to it by law or equity. Failure of Ameritech to enforce or insist upon compliance with any provisions of this Agreement shall not constitute a waiver thereof nor derogate from Ameritech the right to damages or any other relief. Subject to this Paragraph, termination of the Agreement shall not affect Licensee's right to use the material or information furnished prior to the effective date of the termination solely for the purpose permitted by this Agreement.
 - (ii) In the event this Agreement is terminated by Licensee prior to the expiration of the Term, Licensee shall be responsible for paying the difference between the per listing charge associated with the Agreement

Term and the higher per listing charge specified in Section I of Appendix B hereto for the actual period this Agreement remains in effect.

The foregoing liability shall be in addition to any other damages or remedies available to Ameritech in law or in equity. Termination of this Agreement by Ameritech shall not relieve Licensee of the obligation to pay all amounts owing to Ameritech as of the date of termination or any of its other obligations contained herein.

- 6.6 Notices - All notices and deliveries to Ameritech as contemplated by this Agreement shall be delivered to:

Ameritech Telephone Industry Services (TIS)
Attn.: Pat Jacobs
529 South Seventh Street, 4th Floor
Springfield, IL 62703

All notices and deliveries of any kind to Licensee as contemplated by this Agreement shall be delivered to:

- 6.7 Entire Agreement - The terms contained in this Agreement and the attachment(s) and specifications(s) referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral or written. This Agreement may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below.

Ameritech Telephone Industry Services
A division of Ameritech Services, Inc.

LICENSEE

By: Pat Jacobs

By: Carl Wally for R. L. Roberts

Name: Pat Jacobs

Name: R. L. Roberts

Title: Listings Manager

Title: NDC Manager

Date: 5-22-96

Date: 5-3-96



REQUEST FOR LISTING INFORMATION
APPENDIX A OF LICENSE AGREEMENT WITH

PUBLISHING COMPANY _____ PUBLICATION DATE ____/____/____
PUBLISHING COMPANY DIRECTORY NAME _____ DATE REQUIRED ____/____/____
PRODUCT SPECIFICATIONS: STATE _____ AREA CODE(S) _____
COMMUNITY NAME(S) _____ EXCHANGE PREFIX(ES) _____ ZIP CODE(S) _____ (ATTACH ADDITIONAL SHEETS IF NEEDED)

LISTING INFORMATION SERVICES ORDER		FOR AMERITECH USE	
(CHECK APPROPRIATE BOXES) BASE FILES A. ☐ BUSINESS LISTINGS B. ☐ RESIDENCE LISTINGS C. ☐ 800-FOREIGN LISTINGS D. ☐ OTHER TELCO LISTINGS UNLESS N IS CHECKED OR OTHERWISE NOTED, OUTPUT WILL BE PROVIDED ON MAGNETIC TAPE TAPE SPEED: 1800 BPI — \$300.00 MINIMUM ORDER REQUIRED ON BASE FILES NEW CONNECT LISTINGS (N's & T's) (TRANSACTION FORMAT OUTPUT) E. ☐ MONTHLY F. ☐ WEEKLY G. ☐ DAILY N. ☐ CAMERA READY PHOTOCOMPOSED PAGES PAGE FORMAT INSTRUCTIONS: # COLUMNS _____ TYPE SIZE _____ PAGE SIZE _____ Q. ☐ BUSINESS/RESIDENCE SECTIONALIZATION P. ☐ SHIPPING CHARGES... BILLED TO RECIPIENT'S COURIER ACCOUNT NUMBER COURIER NAME _____ ACCOUNT NO. _____ TOTAL: _____	UPDATES (N,T,C,D,F,R,X) (TRANSACTION FORMAT OUTPUT) H. ☐ MONTHLY I. ☐ WEEKLY J. ☐ DAILY ADVANCED LISTINGS (TRANSACTION FORMAT OUTPUT) K. ☐ MONTHLY L. ☐ WEEKLY M. ☐ DAILY	A.	
			B.
		C.	
		D.	
		E.	
		F.	
		G.	
		H.	
		I.	
		J.	
		K.	
		L.	
		M.	
		N.	
		O.	

MAIL TO:	DATE REQUEST RECEIVED AT AMERITECH ____/____/____	DATE PRODUCT SCHEDULED ____/____/____
TELEPHONE: _____	— ALL REQUESTS MUST BE RECEIVED AT LEAST 30 DAYS TO DATE REQUIRED TO ASSURE DELIVERY	
BILLING INSTRUCTIONS: NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ CONTACT NUMBER (____) _____	SHIPPING INSTRUCTIONS: NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ CONTACT NUMBER (____) _____	

CUSTOMER AUTHORIZATION: (AUTHORIZED SIGNATURE AND DATE MUST APPEAR BELOW)

NAME _____ TITLE _____ DATE _____

Specialists in White Page Directory Services

WHITE - AMERITECH
Copy

YELLOW - AMERITECH
Copy

PINK - PUBLISHER CONFIRMATION
Copy

GOLDENROD - PUBLISHER COPY
Copy

FEES FOR LISTING INFORMATION AND RELATED SERVICES APPENDIX B

Listing information may include any or all of the following information provided at the rates specified herein:

BASE FILE - Includes a snap shot as of a particular date specified in a Request of the name, address and telephone number information ("Subscriber Information") of all residential and business telephone service subscribers which appear in one or more Ameritech directories. All Base File Charges will apply on a per listing basis. The following fees apply for all listings except EAS in Indiana.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1 Year Contract	\$.23	Not Applicable	Not Applicable
2 Year Contract	\$.21	\$.19	Not Applicable
3 Year Contract	\$.19	\$.16	\$.13

The Base File fees for EAS listings in Indiana are \$.07 per listing for One, Two or Three year contract.

NEW CONNECTS - Includes Subscriber Information on new and transfer (N&T) orders, new installs and change of address orders.

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly or 30 days old</u>
Per Listing	\$1.25	\$.75	Provided through Walter Karl Corp. at market price.

UPDATES - Includes any changes in Subscriber Information through any completed service order activity.

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Per Listing	\$1.75	\$1.25	\$.50

ADVANCE LISTING ORDERS - Includes any changes in Subscriber Information as a result of any pending service order activity.

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Per Listing	\$1.75	\$1.25	\$.50

PHOTOCOMPOSED PAGES

	<u>1-59 Pages</u>	<u>60 or More Pages</u>
Fee per Page	\$4.70	\$3.00

SPECIAL PROGRAMMING - Requests for non-standard extracts, e.g., sorted by street address. Fee per hour of work time is \$111.00.

AGREEMENT FOR PROVISION OF
TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

This Agreement, dated for reference January 1, 1996, is made by and between the GTE telephone companies listed in Attachment 1 (subsequently referred to as "Telephone Company"), acting through the GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572, and

Publisher Name:

Ameritech

Address:

225 S. Executive Dr 1st Flr
Breelfield, Miss 53005

(subsequently referred to as "Publisher")

1. **Provision of Listings.** Telephone Company agrees to supply Publisher a current white pages listing of the names, addresses and telephone numbers of Telephone Company subscribers contained in Telephone Company's current directory listings database, for locations requested by Publisher ("Listing Information"). Listing Information shall not include (i) Information concerning subscribers who have requested non-listed, non-published or similar service intended to prevent publication of the subscriber's information in telephone directories or (ii) Information concerning a subscriber's purchase of white pages advertising such as bold face printing.
2. **Scope and Term.** This Agreement covers provision of Listing Information for any of the GTE telephone companies listed in Attachment 1 for the term of this Agreement. The term of this Agreement is one year from the date referenced above. Unless terminated, the term shall renew automatically for subsequent one-year terms. This Agreement may be terminated by either party upon giving written notice to the other at least 90 days prior to the end of the applicable term. This Agreement shall automatically terminate at the end of the initial term or any renewal term if Publisher does not request Listing Information be provided during the applicable term. Telephone Company may terminate this Agreement if Publisher does not comply with this Agreement and does not cure the failure within 30 days of written notice.
3. **Exchanges and Medium.** Listing Information is available by Telephone Company exchange (3-digit NXX prefix) and is supplied in either magnetic tape or hard copy print-out, as selected by Publisher.
4. **Fees.** The charge for Listing Information is 35 cents per listing, plus applicable sales tax. No separate administrative fee, reproduction charge or other charges apply. Fees may be increased with 180 days written notice, and decreased upon notice. Telephone Company will invoice Publisher subsequent to provision of the Listing Information. Publisher agrees to pay the fees within 45 days of receipt of invoice.
5. **Requests for Listing Information.** Listing Information must be requested in writing (facsimile acceptable), on the Telephone Company order form or correspondence containing equivalent information, at least 45 days in advance of the desired date for the information. The request must specify the date the Listing Information should be pulled from the directory listings database, the communities/exchanges desired, the medium for provision of the Listing Information, and the address for delivery of the Listing Information. Requests for Listing Information should be sent to GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572. Requests may be sent by fax to (804) 333-0280. Additional information may be obtained by phone at (804) 333-8100. Order forms are available from the Directory Center.
6. **Right to Use Listings.** Publisher may copy and print Listing Information in any of Publisher's printed telephone directories. Publisher agrees not to distribute or sell the Listing Information to any third party in the medium or format provided to Publisher by Telephone Company, and agrees not to sublicense or assign any right acquired by Publisher under this Agreement. No right or license is granted or implied under any proprietary rights of Telephone Company or Telephone Company affiliate that subsist in portions of directories distributed by or for Telephone Company other than Listing Information.

7. **Indemnification.** Publisher assumes all responsibility concerning publication and use of the Listing Information. Publisher shall indemnify, hold harmless, and defend Telephone Company from any claim, demand, damage, action, cause of action or liability which may arise based on any use of Listing Information supplied to Publisher, including publication of Listing Information in Publisher's telephone directories.

8. **Separate Identities.** Publisher shall not represent any of its directories to users, advertisers or others as an official directory of Telephone Company. This Agreement shall not establish, be interpreted as establishing, or be used by either party to represent the relationship of Telephone Company and Publisher as any form of agency, partnership or joint venture. The parties shall conduct their respective businesses to avoid confusion by users of Listing Information, by advertisers, or others as to the separate and independent identity of their directories and of their activities concerning sale of directory advertising and other matters pertaining to publication of telephone directories. Neither party shall represent, expressly or impliedly, in writing or orally, that the parties are affiliated or associated in any way, or that either is an agent, contractor, joint-venturer or partner with the other. Nothing in this Agreement shall grant, suggest or imply any authority for one party to use the trademarks, service marks or trade names of the other.

9. **Compliance with Law and Regulation.** The parties shall comply with applicable federal and state laws and regulations pertaining to provision, publication and use of Listing Information, to include the state statutes and the regulations and orders of the public utilities regulatory commission for the relevant jurisdictions from which Telephone Company supplies Publisher with Listing Information.

10. **Applicable Law.** This Agreement is governed by and construed in accordance with the domestic laws of the State of Virginia.

11. **Limitation of Liability.** Neither party shall be liable to the other for any indirect, special or consequential damage, even if notified in advance of the possibility of such damages. Telephone Company shall have no liability to Publisher, and Publisher shall have no right against Telephone Company, for deviations between Listing Information as provided to Publisher and Listing Information as appearing in white page directories distributed by Telephone Company.

12. **Force Majeure.** If circumstances beyond the reasonable control of a party prevent, restrict or interfere with performance of any obligation under this Agreement, that party shall be excused from such performance to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations) until the delay, restriction or interference has ceased; provided, however, that the party affected shall use reasonable efforts to avoid or remove such causes of nonperformance, and both parties shall proceed whenever such causes are removed or cease.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth.

LISTING INFORMATION IS SUPPLIED AS IS. TELEPHONE COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective when signed by both.

Telephone Company

By:

Name: R. L. Roberts

Title: NPC Manager

Date: 4-25-95

Publisher

By:

Name:

Title:

Date:

OmniTech
Janice Y. Hadd
Manager Listing Services
4-12-96

**AGREEMENT FOR PROVISION OF
TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION**

**Attachment 1
GTE Telephone Companies**

GTE Arkansas Incorporated
GTE Florida Incorporated
GTE Midwest Incorporated
GTE North Incorporated
GTE Northwest Incorporated
GTE South Incorporated
GTE Southwest Incorporated
Contel of Kentucky, Inc. d/b/a GTE Kentucky
Contel of Minnesota, Inc. d/b/a GTE Minnesota
Contel of North Carolina, Inc. d/b/a GTE North Carolina
Contel of South Carolina, Inc. d/b/a GTE South Carolina
Contel of Texas, Inc. d/b/a GTE Texas
Contel of the South, Inc. d/b/a GTE Systems of the South
Contel of the West, Inc. d/b/a GTE West
Contel of Virginia, Inc. d/b/a GTE Virginia

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between Alltel Michigan, Inc., a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Jackson County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 6 day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stank
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 6 day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES
Munith	ANI/ALI/SR/4
Parma	ANI/ALI/SR/4
Rives Junction	ANI/ALI/SR/4

Dated this 6 day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles W. Starks
President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 6 day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of May 14, 1993, between Alltel Michigan, Inc., a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC), and Michigan Bell Telephone Company, a Michigan Corporation, herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carrier access to the Enhanced 911 (E911) System serving Ogemaw County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SEC AND MBT

The SEC and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipment so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SEC will pay to MBT for its services and facilities used in providing the SEC access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SEC monthly statements in advance showing the amounts determined as provided in Paragraph E above and payment in full will be made by the SEC within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SEC shall furnish to MBT, in advance of the day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC's OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT's ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorney's fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fail to perform any of the duties hereby accepted by it, or violate any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SEC defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 9TH day of JUNE, 1993.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 14, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit A is effective as of May 14, 1993.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing (SR) provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 9TH day of JUNE, 1993.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: Charles M. Starks
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 14, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of May 14, 1993.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Lupton	ANI/ALI/SR	1335
Prescott	ANI/ALI/SR	2678
Rose City	ANI/ALI/SR	1385

Dated this 9TH day of JUNE, 1993.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: Charles M. Stank
President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 14, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit C is effective as of May 14, 1993.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 9TH day of JUNE, 1993

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 9TH day of JUNE, 1993

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between Alltel Michigan, Inc., a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Washtenaw County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECS default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Starks
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES

Gregory
Stockbridge

E911 FEATURES

ANI/ALI/SR/9
ANI/ALI/SR/9

Dated this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R.B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Starks
President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between Alltel Michigan, Inc., a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Monroe County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated _____ between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES

E911 FEATURES

Lambertville

ANI/ALI/SR/2

Dated this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Starks
President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 29 day of April, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: Paul M. Stark
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between Alltel Corporation, Inc., a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Allegan County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 5th day of December, 1991.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

ALLTEL Michigan, Inc.
(Secondary Exchange Carrier)

By: Charles M. Stark
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Peninsula Telephone Company and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 5TH day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

ALLTEL Michigan, Inc.
(Secondary Exchange Carrier)

By: R B Reynolds
District Manager
Exchange Carrier Relations

By: Charles M Stark
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Peninsula Telephone Company and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Glenn	ALI/ANI/SR	598
Pullman	ALI/ANI/SR	932

Dated this 5TH day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

ALLTEL Michigan, Inc.
(Secondary Exchange Carrier)

By: 
District Manager
Exchange Carrier Relations

By: 
President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Peninsula Telephone Company and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 5TH day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

ALL TEL Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds

District Manager
Exchange Carrier Relations

By: Charles M. Stark

President
(Title)

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 5TH day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

ALL TEL Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between Alltel Michigan, Inc. a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Ingham County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 26 day of Sept, 1991

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: Charles M. Stark
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 24 day of Sept, 1991

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R B Reynolds
District Manager
Exchange Carrier Relations

By: Charles Stark
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Fitchburg	ANI/ALI/SR	220
Onodaga	ANI/ALI/SR	899
Webberville	ANI/ALI/SR	1648

Dated this 26 day of Sept, 1991

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Fitchburg	ANI/ALI/SR	220
Onodaga	ANI/ALI/SR	899
Webberville	ANI/ALI/SR	1648

Dated this 26 day of Sept, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stork
President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

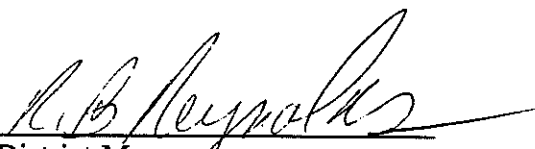
Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 26 day of Sept, 1991.

MICHIGAN BELL TELEPHONE COMPANY

By: 
District Manager
Exchange Carrier Relations

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

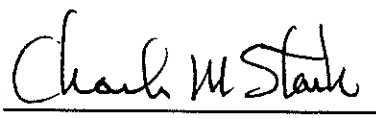
By: 
President
(Title)

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 26 day of Sept, 1991.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Michigan, Inc.
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Charles M. Stark
President
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This agreement effective as of January 1, 1989, between Alltel Corporation, a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Berrien County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

Descriptions of the basic feature configurations as well as the standard features included with each of the configurations are contained in Exhibit A attached to and made a part of this agreement.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This agreement effective as of January 1, 1989, between Alltel Corporation, a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Berrien County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

Descriptions of the basic feature configurations as well as the standard features included with each of the configurations are contained in Exhibit A attached to and made a part of this agreement.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs also agree to release, indemnify, defend and hold harmless MBT from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by MBT in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of MBT, the SECs, the E911 Agency, its users, municipalities, or the employees or agents of any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, MBT fails to perform any of the duties hereby accepted by it, or violates any provision of this agreement, MBT shall not be liable to the SECs for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT for any period during which it fails to perform the duties accepted by it hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this agreement.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed on their behalf by their duly authorized representatives this 3 day of July, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Corporation

(Secondary Exchange Carrier)

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

By:

Charles M. Stark
President
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January, 1, 1989 between Alltel Corporation and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 3 day of July, 1989.

Michigan Bell Telephone Company

Alltel Corporation
(Secondary Exchange Carrier)

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

By:

Charles M. Stark
President
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between Alltel Corporation and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES

Baroda
Bridgman
New Troy

E911 FEATURES

Combined ANI & SR
"
"

Dated this 3 day of July, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

Alltel Corporation

(Secondary Exchange Carrier)

By:

R.B. Reynoldson
District Manager
Exchange Carrier Relations

By:

Charles Stark

President
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated January 1, 1989 between Alltel Corporation and Michigan Bell Telephone Company.

The Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 3 day of July, 1989.

MICHIGAN BELL TELEPHONE COMPANY

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

Alltel Corporation

(Secondary Exchange Carrier)

By:

Charles M. Stark
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of May 19, 1993, between Alltel Michigan, Inc., a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC), and Michigan Bell Telephone Company, a Michigan Corporation, herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carrier access to the Enhanced 911 (E911) System serving Arenac County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SEC AND MBT

The SEC and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipment so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SEC will pay to MBT for its services and facilities used in providing the SEC access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SEC monthly statements in advance showing the amounts determined as provided in Paragraph E above and payment in full will be made by the SEC within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SEC shall furnish to MBT, in advance of the day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorney's fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fail to perform any of the duties hereby accepted by it, or violate any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SEC defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this ____ day of _____, 19__.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: _____
Director
Exchange Carrier Relations

By: _____

(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 19, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit A is effective as of May 19, 1993.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing (SR) provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this _____ day of _____, 19____.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: _____
Director
Exchange Carrier Relations

By: _____

(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 19, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of May 19, 1993.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Alger	ANI/ALR/SR	750
Sterling	ANI/ALI/SR	989

Dated this _____ day of _____, 19__.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: _____
Director
Exchange Carrier Relations

By: _____

(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 19, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit C is effective as of May 19, 1993.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

Arenac

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated May 19, 1993, between Alltel Michigan, Inc. and Michigan Bell Telephone Company.

This Exhibit B is effective as of May 19, 1993.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Alger	ANI/ALR/SR	750
Sterling	ANI/ALI/SR	989

Dated this 23rd day of JUNE, 1993.

MICHIGAN BELL TELEPHONE COMPANY ALLTEL MICHIGAN, INC.

By: *L. B. Reynold*
Director
Exchange Carrier Relations

By: *Charles M. Starks*
President
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of March 23, 1993, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC), and Michigan Bell Telephone Company, a Michigan Corporation, herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carrier access to the Enhanced 911 (E911) System serving Tuscola County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SEC AND MBT

The SEC and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipment so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SEC will pay to MBT for its services and facilities used in providing the SEC access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SEC monthly statements in advance showing the amounts determined as provided in Paragraph E above and payment in full will be made by the SEC within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SEC shall furnish to MBT, in advance of the day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC's OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT's ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorney's fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fail to perform any of the duties hereby accepted by it, or violate any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SEC defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Brickmeyer
Manager-Exchange Carrier Operations
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of March 23, 1993.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing (SR) provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Brichman
Manager-Exchange Carrier Operations
(Title)

Tuscola
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of March 23, 1993.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Cass City	ANI/ALI/SR	3068
Clifford	ANI/ALI/SR	588
Kingston	ANI/ALI/SR	941

Dated this 8TH day of June, 1993

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: *R. B. Reynolds*
Director
Exchange Carrier Relations

By: *J. J. Brichman*
Manager-Exchange Carrier Operations
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of March 23, 1993.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Brichman
Manager-Exchange Carrier Operations
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Macomb County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal A. Hruby
State Director-External Affairs
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal R. Hively
State Director-External Affairs
(Title)

Macomb
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES
Almont	ANI/ALI/SR/16
Memphis	ANI/ALI/SR/16
Richmond	ANI/ALI/SR/16

Dated this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: *R. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *Hal R. H. H. H.*
State Director-External Affairs
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Ad R. Hweh
State Director-External Affairs
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Monroe county.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hel R. Dwyer
State Director-External Affairs
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

By:

Hal R. Hively
State Director-External Affairs
(Title)

Monroe
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES
Dundee	ALI/ANI/SR/2
Erie	ALI/ANI/SR/2
Ida	ALI/ANI/SR/2
Lost Peninsula	ALI/ANI/SR/2
Maybee	ALI/ANI/SR/2
Temperance	ALI/ANI/SR/2

Dated this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: _____
District Manager
Exchange Carrier Relations

By: *Harold R. Hurd*
State Director-External Affairs
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hel R. Hinch
State Director-External Affairs
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This agreement effective as of January 1, 1989, between GTE North Incorporated, a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Genesee County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

Descriptions of the basic feature configurations as well as the standard features included with each of the configurations are contained in Exhibit A attached to and made a part of this agreement.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only), and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs also agree to release, indemnify, defend and hold harmless MBT from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by MBT in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of MBT, the SECs, the E911 Agency, its users, municipalities, or the employees or agents of any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, MBT fails to perform any of the duties hereby accepted by it, or violates any provision of this agreement, MBT shall not be liable to the SECs for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT for any period during which it fails to perform the duties accepted by it hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this agreement.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed on their behalf by their duly authorized representatives this 25th day of April, 19 88.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)

By: J. J. Brinkman
STATE MANAGER -
EXCHANGE CARRIER OPERATIONS
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January, 1, 1989 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 25th day of April, 19 89.

Michigan Bell Telephone Company

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)

By:

J. F. Brichmeyer
District Manager -
Exchange Carrier Operations
(Title)

Genesee
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES

Columbiaville
Davison
Gaines
Linden
Otisville
Rankin
Swartz Creek

E911 FEATURES

Combined ANI, ALI & SR
"
"
"
"
"
"

Dated this 25th day of April, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

By: *L. B. Reynolds*
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)
By: *J. J. Brichman*
State Manager -
Exchange Carrier Operations
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated January 1, 1989 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 25TH day of April, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)

By:

J. J. Brichmeier
~~District Manager~~
Exchange Carrier Operations
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of January 1, 1989, between GTE North, Incorporated a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Allegan County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 27th day of DECEMBER, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L.B. Reynolds
District Manager
Exchange Carrier Relations

By: J.J. Schaeffer
Manager-ECO
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of March 23, 1993.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Brichman
Manager-Exchange Carrier Operations
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 20th day of DECEMBER, 1989.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: J. Brichmeier
Manager E.C.O.
(Title)

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EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Allegan	ALI/ANI/SR	5990
Fennville	ALI/ANI/SR	1548
Ganges	ALI/ANI/SR	650
Hamilton	ALI/ANI/SR	2273
Saugatuck	ALI/ANI/SR	2907

Dated this 29th day of DECEMBER, 1989.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: *R. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *J. J. Bruckmeyer*
Manager - E.C.O.

(Title)



EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 20th day of December, 1989.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: J. J. Richman
Manager-ECO
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of March 23, 1993, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC), and Michigan Bell Telephone Company, a Michigan Corporation, herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carrier access to the Enhanced 911 (E911) System serving Huron County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SEC AND MBT

The SEC and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipment so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SEC will pay to MBT for its services and facilities used in providing the SEC access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SEC monthly statements in advance showing the amounts determined as provided in Paragraph E above and payment in full will be made by the SEC within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SEC shall furnish to MBT, in advance of the day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorney's fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fail to perform any of the duties hereby accepted by it, or violate any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SEC defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 27th day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Brichman
Manager-Exchange Carrier Operations
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of March 23, 1993.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing (SR) provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Ryndas
Director
Exchange Carrier Relations

By: J. J. Brichman
Manager-Exchange Carrier Operations
(Title)

Nuron
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of March 23, 1993.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Elkton	ANI/ALI/SR	932
Harbor Beach	ANI/ALI/SR	2038
Caseville	ANI/ALI/SR	2985

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: *R. B. Reynolds*
Director
Exchange Carrier Relations

By: *J. J. Brichman*
Manager-Exchange Carrier Operations
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of March 23, 1993.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds

By: J. J. Brickman
Manager-Exchange
Carrier Operations.

Contract No. 1337

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of January 1, 1989, between GTE North, Incorporated a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Kalkaska County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 15 day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North, Incorporated
(Secondary Exchange Carrier)

By: J. F. Brickmeyer
Mgr. - E.C.C.
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 31ST day of DECEMBER, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L.B. Reynolds
District Manager
Exchange Carrier Relations

By: J.J. Briskman
Mgr - E.C.O.
(Title)

Kalkaska
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Alden	<i>JB</i> ANI/ALI/SR <i>JB</i>	807
Torch River	<i>JB</i> ANI/ALI/SR <i>JB</i>	874

Dated this 3/5 day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: *R. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *J. J. Brichman*
Mgr - E.C.O.
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 31ST day of DECEMBER, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: J. J. Brichman
Mgr. - E.C.O.
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of January 1, 1989, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Jackson County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 12th day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Harold R. Haindy
State Director-External Affairs
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 12th day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Harold R. Hardy
State Director-External Affairs
(Title)

Jackson
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES
Grass Lake	ANI/ALI/SR/4

Dated this 12th day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: _____
District Manager
Exchange Carrier Relations

By: *Hal R. Huidy*
State Director-External Affairs
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 12th day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Harold R. Huxley
State Director-External Affairs
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Washtenaw county.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal R. Huxley
State Director-External Affairs
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal R. Hewley
State Director-External Affairs
(Title)

Washtenaw
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES
Clinton	ANI/ALI/SR/9
Grass Lake	ANI/ALI/SR/9
Maybee	ANI/ALI/SR/9
Saline	ANI/ALI/SR/9
Tecumseh	ANI/ALI/SR/9
Tipton	ANI/ALI/SR/9

Dated this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: *R. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *Hal R. Harvey*
State Director-External Affairs
(Title)

EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES

E911 FEATURES

Saline

ANI/ALI/SR/9

Dated this 24 day of AUGUST, 1999

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: J. J. Brinkman
Manager-Exchange
(Title)
Carrier Operations,

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hel R. Hirsch
State Director-External Affairs
(Title)

- C. Any or all of the following operator facilities may be used or contracted to be used to provide or support intraLATA toll and local assistance services received by GTE pursuant to this Agreement.

1. Traffic Operator Position System (TOPS)

The Traffic Operator Position System is a stored program control system, positioned between local and toll offices, that is used to provide Operator Services to telephone subscribers.

2. CAMA-ONI

CAMA-ONI service from CAMA Switchboards utilize an operator request for the calling number from a customer when the CAMA System is unable to automatically do so. The calling number is then keyed in for billing. This process is known as Operator Number Identification (ONI).

3. Operations Service Centers

The centers which provide and/or support the provision of Operator Services for the contracting GTE and may include:

FMC	-	Operator Service Force Management Center
AQS	-	Ameritech Quotation System
OSC	-	Operator Service Center (Operator Office)
OSFC	-	Operator Service Facilities Administration Center
SCC	-	Switching Control Center

4. Operations Support System

Computer facilities used to support the Operator Services provided to GTE may include:

ACTS	-	Automatic Coin Telephone Service
BVA	-	Billing Validation Application
LIDB	-	Line Information Data Base
CCRS	-	Centralized Credit Refund Center
DBAS	-	Data Base Administration System
AQS	-	Ameritech Quotation System

II. CONTRACTED USAGE

GTE shall pay for the usage of each operator system and service specified below which is used to provide Operator Services covered by this Agreement. This payment will constitute the GTE share of the contracted costs as developed in Exhibit B. The basis for determining GTE costs for each Operator Service covered hereby for are set forth below:

<u>Operator Service</u>	<u>GTE Cost</u>
Directory Assistance	per Directory Assistance call, billed monthly based upon recorded usage, as outlined in Exhibit B.
IntraLATA Toll and Local Assistance	per End User Access Line per month, billed in advance, as outlined in Exhibit B.
Intercept	per End User Access Line per month, billed in advance, as outlined in Exhibit B.

III. RESPONSIBILITY OF PARTIES

A. Operator Services

1. GTE contracts with MBT for the direct or subcontracted provision of IntraLATA Toll and Local Assistance Operator Services provided to its customers that are served by GTE local dial offices and serving operator offices listed on Exhibit A attached hereto.
2. MBT agrees that Operator Services will be provided in accordance with the operating standards generally in effect for the operator offices.
3. Where provided by another company, MBT will arrange for the operating company to provide and maintain the equipment at the operator office necessary to perform the Operator Services.
4. GTE will provide and maintain the equipment at its office(s) necessary to permit MBT or operating company to perform the Operator Services in accordance with the equipment operations and traffic operating procedures which are generally in effect in the operator office performing the Operator Services.

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This agreement effective as of January 1, 1989, between GTE North Incorporated, a Michigan Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Oakland County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

Descriptions of the basic feature configurations as well as the standard features included with each of the configurations are contained in Exhibit A attached to and made a part of this agreement.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC's OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT's ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs also agree to release, indemnify, defend and hold harmless MBT from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by MBT in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of MBT, the SECs, the E911 Agency, its users, municipalities, or the employees or agents of any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, MBT fails to perform any of the duties hereby accepted by it, or violates any provision of this agreement, MBT shall not be liable to the SECs for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT for any period during which it fails to perform the duties accepted by it hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this agreement.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed on their behalf by their duly authorized representatives this 25th day of April, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)

By:

J. J. Brinkman
State Manager -
Exchange Carrier Operations
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January, 1, 1989 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 25th day of April, 19 89.

Michigan Bell Telephone Company

By:

L. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)

By:

J. J. Brichman
District Manager -
Exchange Carrier Relations
(Title)

Oakland
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES

Milford
Ortonville

E911 FEATURES

Combined ANI, ALI & SR
"

Dated this 25th day of April, 19 89.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)
By: J. J. Birchmeier
State Manager
Exchange Carrier Operations
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated January 1, 1989 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 25th day of April, 1989.

MICHIGAN BELL TELEPHONE COMPANY

By:

R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Secondary Exchange Carrier)

By:

J. J. Birchmeier
Rate Manager
Exchange Carrier Operations
(Title)

AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE

This Agreement effective as of January 1, 1989, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Ottawa County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Harold R. Hardy
State Director-External Affairs
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal R. Hixley
State Director-External Affairs
(Title)

Ottawa
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES
Conklin	ANI/ALI/SR
Coopersville	ANI/ALI/SR

Dated this 21st day of May, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: *L. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *Hal R. Hirsch*
State Director-External Affairs
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 21st day of May, 19 91.

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: John Hively
State Director-External Affairs
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of January 1, 1989, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Ingham County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC's OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT's ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 12 day of August, 1991

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds

District Manager
Exchange Carrier Relations

By: Hal R. Hively

State Director-
External Affairs

(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of January 1, 1989.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 12th day of August, 1991

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal R. Hurley
State Director-
External Affairs
(Title)

Ingham
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of January 1, 1989.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Williamston	ALI/ANI/SR	4067

Dated this 12th day of August, 1991

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: *L. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *Harold R. Handy*
State Director-
External Affairs
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated January 1, 1989 between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of January 1, 1989.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 12th day of August, 19 91

MICHIGAN BELL TELEPHONE COMPANY

GTE North, Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Hal R. Hardy
State Director-
External Affairs
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of March 27, 1991, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC) and Michigan Bell Telephone Company, a Michigan Corporation herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carriers access to the Enhanced 911 (E911) System serving Eaton County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SECs AND MBT

The SECs and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipments so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SECs will pay to MBT for its services and facilities used in providing the SECs access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SECs monthly statements in advance showing the amounts determined as provided in Paragraph C above and payment in full will be made by the SECs within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SECs shall furnish to MBT, in advance of the Day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILFUL AND WANTON MISCONDUCT.

The SECs agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fails to perform any of the duties hereby accepted by it, or violates any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SECs default in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 2nd day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North Incorporated
(Secondary Exchange Carrier)

By: L. B. Reynolds
District Manager
Exchange Carrier Relations

By: W. R. Hively
State Director-External Affairs
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated February 1, 1990 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of February 1, 1990.

DESCRIPTIONS OF E911 BASIC
FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 2nd day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Harold R. Hardy
State Director-External Affairs
(Title)

Eaton
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated February 1, 1990 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of February 1, 1990.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Grand Ledge	ANI/ALI/SR	9261
Woodland	ANI/ALI/SR	680

Dated this 2nd day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North Incorporated
(Secondary Exchange Carrier)

By: *R. B. Reynolds*
District Manager
Exchange Carrier Relations

By: *Harold H. Huxley*
State Director-External Affairs
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service Dated February 1, 1990 between GTE North Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of February 1, 1990.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 2nd day of July, 1991.

MICHIGAN BELL TELEPHONE COMPANY

GTE North Incorporated
(Secondary Exchange Carrier)

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

By: Harold R. Hinchey
State Director-External Affairs
(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of December 1, 1992, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC), and Michigan Bell Telephone Company, a Michigan Corporation, herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carrier access to the Enhanced 911 (E911) System serving Ionia County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

B. AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate locations.

C. EQUIPMENT

MBT shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as MBT determines is necessary to perform the E911 Services set forth in Paragraph B above and in Exhibit A attached to and made a part of this Agreement.

D. CIRCUITS BETWEEN THE SEC AND MBT

The SEC and MBT shall provide and maintain sufficient dedicated interexchange circuits, routed in the same manner as existing message toll and special service circuits, and central office equipment so that good service will be furnished at all times to the customers of the SEC's exchanges listed in Exhibit B. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

E. BASIS OF COMPENSATION

The SEC will pay to MBT for its services and facilities used in providing the SEC access to the E911 System, described in Exhibit A, monthly charges from the date such access commences, as determined in accordance with Exhibit C and applied as specified in Exhibit B.

F. MONTHLY COMPENSATION

MBT will render to the SEC monthly statements in advance showing the amounts determined as provided in Paragraph E above and payment in full will be made by the SEC within thirty (30) days thereafter.

G. METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each company will adopt and comply with standard operating methods and practices comparable to those of MBT and will observe the rules and regulations of the lawfully established tariff, MPSC No. 2, which covers the provision of E911 Service.

H. RECORDS

The SEC shall furnish to MBT, in advance of the day when the E911 Service is established, all information required by MBT to establish records necessary for furnishing the services set forth in Paragraph B above and in Exhibit A and shall promptly inform MBT of any necessary changes to be made in such records.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorney's fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fail to perform any of the duties hereby accepted by it, or violate any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SEC defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 9th day of February, 1993

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Neymola
Director
Exchange Carrier Relations

By: J. J. Brickner

(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated December 1, 1992, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of December 1, 1992.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing (SR) provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 24 day of February, 19 93.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Buchmaier

(Title)

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EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated December 1, 1992, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of December 1, 1992.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Muir	ANI/ALI/SR	1088

Dated this 9th day of February, 1993

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: *L. B. Reynolds*
Director
Exchange Carrier Relations

By: *J. J. Brichmeyer*

(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated December 1, 1992, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of December 1, 1992.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 7th day of February, 1993

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By:

R. B. Reynolds
Director
Exchange Carrier Relations

By:

J. J. Brichmiller

(Title)

**AGREEMENT FOR PROVIDING ACCESS TO ENHANCED 911
UNIVERSAL EMERGENCY NUMBER SERVICE**

This Agreement effective as of March 23, 1993, between GTE North, Incorporated, a Wisconsin Corporation, herein called the Secondary Exchange Carrier (SEC), and Michigan Bell Telephone Company, a Michigan Corporation, herein called MBT, sets forth certain terms and conditions upon which MBT will provide the Secondary Exchange Carrier access to the Enhanced 911 (E911) System serving Sanilac County.

A. GENERAL

E911 Service is offered in five (5) feature configurations of which the customer must select at least one. The feature configurations are:

- 1) Automatic Number Identification,
- 2) Selective Routing,
- 3) Automatic Number Identification and Selective Routing,
- 4) Automatic Number Identification and Automatic Location Identification,
- 5) Automatic Number Identification, Selective Routing and Automatic Location Identification.

AGREEMENT

MBT agrees to provide access to the above indicated E911 System for the SEC's exchanges listed in Exhibit B, attached to and made a part of this Agreement. Such access, the charges for which are included in Exhibit C attached to and made a part of this Agreement, basically includes the following:

1. Hauling the 911 calls from the SEC's exchanges listed in Exhibit B to the No. 1 or No. 1A ESS Control Office of the E911 System.
2. Switching the 911 calls from the SEC's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations.
3. Storing and updating the names (business accounts only), street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the SEC's exchanges in an electronic data processing data base for the E911 Data Management System.
4. Displaying the telephone numbers from the SEC's customers calling 911 along with the associated names (business accounts only) and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate locations.

I. LIABILITY

PURSUANT TO SECTION 604 OR ACT 32 OF THE PUBLIC ACTS OF 1986 [MCLA 484.1604; MSA 22.1467(604)], MBT SHALL NOT BE LIABLE FOR CIVIL DAMAGES TO ANY PERSON AS A RESULT OF AN ACT OR OMISSION ON THE PART OF MBT OR ITS OFFICERS, AGENTS OR EMPLOYEES UNLESS THE ACT OR OMISSION AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT BY MBT. SEC SHALL INDEMNIFY AND HOLD HARMLESS MBT FROM ANY LOSS, LIABILITY, DAMAGES AND EXPENSES ARISING OUT OF ANY DEMAND, CLAIM, SUIT, COMPLAINT OR JUDGMENT FOR DAMAGES WHICH MAY ARISE OUT OF SEC'S OPERATION OF A 911 EMERGENCY SYSTEM EXCEPT WHERE MBT'S ACTION OR OMISSION, IF ANY, AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any liability associated with nonpayment by the E911 Customer of the SEC's E911 charges. MBT agrees to release, indemnify, defend and hold harmless the SEC from any liability associated with non-payment by the E911 Customer of MBT's E911 charges.

The SEC agrees to release, indemnify, defend and hold harmless MBT from any and all losses, claims, demands, suits, expenses (including a reasonable attorneys fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of the SEC. MBT agrees to release, indemnify, defend and hold harmless the SEC from any and all losses, claims, demands, suits, expenses (including a reasonable attorney's fee) or matters of liability of any nature (including, but not limited to, any claim for personal injury, death, property damage, invasion of privacy or breach of confidentiality) that may be asserted by any person, firm or entity utilizing the E911 service that are caused solely by the negligence of MBT. MBT and the SEC agree to apportion and share one-half of the damages or expenses for the aforesaid matters of liability that arise out of utilization of the E911 service in the event that such matter is caused by the joint or concurrent negligence of MBT and the SEC or the cause of such matter cannot be traced to the sole negligence of either party.

If because of fire, flood, storm or other acts of God, any strike or labor dispute, or war or civil disturbance, MBT or the SEC fail to perform any of the duties hereby accepted by it, or violate any provision of this Agreement, neither company shall be liable to the other for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to MBT or to the SEC for any period during which they fail to perform the duties accepted by them hereunder.

J. DEFAULTS OR VIOLATIONS

If the SEC defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the non-defaulting company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

K. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in force for a period of one year from the date of execution hereof and thereafter until terminated by sixty (60) days prior notice in writing from either company to the other.

The exhibits to this Agreement may be modified or replaced by mutual agreement of the parties. In the event of such modification or replacement, the amendment or replacement exhibit shall be agreed to and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the said companies have caused this Agreement to be executed on their behalf by their duly authorized representatives this 8th day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Brichman
Manager-Exchange Carrier Operations
(Title)

EXHIBIT A

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit A is effective as of March 23, 1993.

DESCRIPTIONS OF E911 BASIC FEATURE CONFIGURATIONS

1. Automatic Number Identification (ANI) automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Service Answering Point (PSAP) and displayed at an attendant position console.
2. Selective Routing (SR) provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
3. Automatic Location Identification (ALI) forwards the name (business accounts only) and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the street address of the telephone number at the main location.

Each of the five E911 configurations include the following as standard features:

1. Forced Disconnect is a function of the special 911 trunk circuit in the end office which enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines.
2. Default Routing activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.
3. Alternate Routing allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (night service).

EXHIBIT A (Cont'd)

4. Manual Transfer enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code.
5. Speed Calling (Abbreviated Dialing) enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: L. B. Reynolds
Director
Exchange Carrier Relations

By: J. J. Bricker
Manager-Exchange Carrier Operations
(Title)

Saniloe
EXHIBIT B

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit B is effective as of March 23, 1993.

EXCHANGES COVERED BY AGREEMENT

MBT shall provide the E911 Access Services described in Paragraph A of this agreement for the Secondary Exchange Carrier's exchanges listed below:

SEC EXCHANGES	E911 FEATURES	ACCESS LINES
Brown City	ANI/ALI/SR	1578
Deckerville	ANI/ALI/SR	1711
Jeddo	ANI/ALI/SR	1294
Minden City	ANI/ALI/SR	1043
Yale	ANI/ALI/SR	2131

Dated this 17th day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: *R. B. Reynolds*
Director
Exchange Carrier Relations

By: *J. J. Brinkmeyer*
Manager-Exchange Carrier Operations
(Title)

EXHIBIT C

Attached to and made a part of the Agreement For Providing Access to E911 Service dated March 23, 1993, between GTE North, Incorporated and Michigan Bell Telephone Company.

This Exhibit C is effective as of March 23, 1993.

BASIS OF SETTLEMENT

The charges shown below are for MBT providing the Secondary Exchange Carrier access to the E911 Feature configurations as described in Exhibit A of the Agreement For Providing Access to E911 Service of which this Exhibit is a part, including the use of the interexchange circuits described in Paragraph D.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Non recurring Charge Per 1000 Access Lines</u>
Automatic Number Identification	19.00	125.00
Selective Routing	62.00	536.00
Combined Automatic Number Identification and Selective Routing	62.00	536.00
Combined Automatic Number and Automatic Location Identification	78.00	1,160.00
Combined Automatic Number, Automatic Location Identification and Selective Routing	90.00	1,274.00

Access lines are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements and others, if any. Excluded are all business, residence, PBX and Centrex extensions.

EXHIBIT C (Cont'd)

For purposes of this Exhibit C, the number of access lines in each involved exchange of the Secondary Exchange Carrier as shown in Exhibit B of this Agreement shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing compensation due MBT under this agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of compensation due MBT under this agreement for that year.

Dated this 8TH day of June, 1993.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: L. B. Reynolds

By: J. J. Brickner
Manager-Exchange Carrier Operations

Tracy D. Pagliara
Counsel

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GTE Service Corporation



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October 6, 1999

Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, MI 48911

MICHIGAN PUBLIC SERVICE
COMMISSION

OCT 17 1999

FILED

Re: CORRECTION OF LEGAL ENTITY NAME

Dear Ms. Wideman:

It has come to our attention that there is an inadvertent error in the interconnection agreement between GTE and Contel, and Ameritech Services Inc. that was approved by the Commission in Docket No. U-11444 ("Agreement"). The error involves the doing business as (d/b/a) name of the Contel entity in Michigan. The legal name should have been "Contel of the South, Inc. d/b/a GTE Systems of Michigan."

This inadvertent error does not in any way impact GTE's commitments or responsibilities under the Agreement. A copy of this letter is being sent to Ameritech Services Inc. for their information.

Sincerely,

Tracy D. Pagliara
Counsel

cc: Ameritech Services Inc.
Carol Rutgers - GTE
Dina Dye - GTE