

TRANSTELCO CARRIER SERVICES AGREEMENT

This AGREEMENT is entered on September 4, 2009 (the "Effective Date"), by and between Transtelco, Inc., a Texas corporation, on behalf of itself and its TRANSTELCO operating affiliates (collectively, "TRANSTELCO"), whose principal place of business is located at 500 W. Overland, Suite 310, El Paso, Texas 79901 and _____, a _____ corporation (hereinafter referred to as "Customer"), whose place of business is located at _____. As used in this Agreement, "Party" means either Customer or _____, as appropriate, and "Parties" means Customer and _____.

ARTICLE 1 - DEFINITIONS

1.1 Meaning of Terms. Terms have their normal or common meanings, or the meanings given them in Tariffs, except as defined in this Agreement:

(a) Service Order Form (SOF): A Service request that specifies the type and quantity of Service desired, Premises addresses, Points of Termination, protocols, requested Start of Service Date, and other information needed to provision Service.

(b) Affiliate: An entity that controls, is controlled by, or is under common control with, either Customer or TRANSTELCO. "Control" is the ability to affect, directly or indirectly, the policies, management and operations of an entity through ownership of voting securities, by contract, or otherwise.

(c) Agreement: This Agreement, including incorporated Addenda, Exhibits, Schedules, Appendices, Tariffs and other documents, as well as any Amendments made by the Parties.

(d) Carrier Customer: A common carrier or other service provider to whom Customer furnishes telecommunications or related services using, in part, Service provided under this Agreement.

(e) Circuit: A telecommunications facility connecting two or more Customer locations.

(f) Customer: The person, firm, corporation or other entity that orders Service and is responsible for the payment of all charges for Service, as well as compliance with applicable Agreement and Tariff requirements.

(g) Emergency Maintenance: Maintenance which, if not accomplished promptly by TRANSTELCO, could result in damage to TRANSTELCO's Network or a degradation or loss of Service to Customer, its End Users or other TRANSTELCO customers.

(h) End User: Any person or entity receiving or using Service. An End User may be a person or entity to whom Customer (or its customer) provides telecommunications or related services that employ, in part, Service provided under this Agreement.

(i) Exhibit: A document (including appended Schedules or other attachments) that is appended to and made part of this Agreement and pertains to a particular product.

(j) Governmental Charges: Charges, both retroactive and prospective, that TRANSTELCO is required or permitted to collect from Customers in connection with its furnishing Service. The charges result from the application, enforcement or interpretation of existing, new or revised laws or regulations, actions taken by federal, state, local or foreign regulatory authorities, or judicial acts or decisions (collectively, "Governmental Activity") that directly or indirectly impose costs on TRANSTELCO. Governmental Charges include, but are not limited to, those arising out of local, state, federal, foreign and third party actions, programs or requirements.

(k) Network: The telecommunications network of one of the Parties.

(l) Off-Net Service: Service where one or more of the locations at which Service is provided is not served directly by TRANSTELCO's Network, thereby requiring that a portion of Service be furnished by a third party service provider. When TRANSTELCO provides Off-Net Service, the terms, conditions and pricing is done on an individual case basis ("ICB") and will be subject to the requirements of the underlying service provider for that part of the Service it provides. TRANSTELCO will order service from the third party and will invoice Customer third party charges, but it will not be responsible for the third party service provider's performance.

(m) On-Net Service: Service where all locations at which Service is provided are served directly by TRANSTELCO's Network, allowing the entire Service to be furnished by TRANSTELCO.

(n) Planned Service Outage: A Service Outage caused by scheduled maintenance or by upgrades made to the TRANSTELCO Network.

(o) Point of Presence (POP): A specific location within a Local Access Transport Area (LATA) where Service originates or terminates.

(p) Point of Termination: A location at which TRANSTELCO Service responsibilities end and Customer or End User responsibilities begin. A Point of Termination may be the demarc where TRANSTELCO and Customer interconnect at Customer Premises, a local exchange carrier's central office, a long-distance carrier's POP, or End-User sites identified on an SOF.

(q) Premises: A physical address at which Service is provided and identified as a Point of Termination or Service location in a Service Order.

(r) Service: TRANSTELCO-provided telecommunications or related service described in an Exhibit or a Service Order, or both. Service

may include entrance cables or drop wires terminating in an TRANSTELCO distribution panel (DSX) situated on Customer Premises.

(s) Service Order: An SOF or other order form containing information essential for TRANSTELCO to provision Service.

(t) Service Outage: An interruption or degradation of Service.

(u) Service Request Date: The Service availability date requested by Customer in a Service Order.

(v) Start of Service Date: The date Service is first used by Customer or an End User, which date may be an accepted Service Request Date or the date TRANSTELCO notifies Customer of Service availability.

(w) Tariff: A schedule of charges and regulations filed by a service provider with the Federal Communications Commission or a state public utility commission. A Tariff establishes the legal relationship between the service provider and its customers with respect to the provision and receipt of the tariffed service.

(x) Taxes: Amounts TRANSTELCO is required or permitted by federal, state, local or foreign taxing authorities to collect from Customers in connection with its furnishing Service. Taxes include, but are not limited to, personal property taxes on property used to provide Service and sales, use, receipts, telecommunications, excise, utility, or other similar transaction-based taxes, however designated, imposed directly on Service or upon TRANSTELCO as a result of its provision of Service. "Taxes" does not include any tax based on TRANSTELCO's net income, net worth, capital structure or payroll.

ARTICLE 2 - SERVICE; OBLIGATIONS/LIMITATIONS

2.1 Service. TRANSTELCO will provide, and Customer will receive, Service pursuant to the terms of this Agreement.

2.2 Availability of Facilities.

(a) Service is offered and furnished subject to the availability of all necessary facilities, including those acquired by TRANSTELCO from or through third parties. TRANSTELCO may limit or allocate Service, if necessary, due to facilities availability, taking into account TRANSTELCO's then-current and projected capacity and the reasonable expectations of its existing and future customers.

(b) Except as expressly provided otherwise in an Exhibit or Service Order, TRANSTELCO, following the provision of reasonable notice to Customer, may: (1) alter the methods, processes or suppliers by or through which it provides Service; (2) discontinue furnishing a feature or supporting an application associated with Service; (3) change the facilities used to provide Service; or (4) substitute comparable Service for that being furnished to Customer.

(c) Except as expressly provided otherwise in an Exhibit or Service Order, the facilities used to provide Service will be of TRANSTELCO's exclusive choosing. In no event will title to those

facilities vest in Customer or others.

2.3 Tariffed Service. This Agreement incorporates any applicable Tariff, which may be modified by TRANSTELCO from time to time in accordance with law and affect the Service being furnished Customer. Terms and conditions in this Agreement may supplement but not vary those established in a Tariff. If an applicable Tariff is cancelled during the term of this Agreement, its terms will be incorporated into and made part of this Agreement as of the effective date of cancellation.

2.4 Interconnected VoIP Service. TRANSTELCO does not support, via any Voice Service, Interconnected Voice over Internet Protocol ("VoIP") Service, as defined in 47 C.F.R. §9.3, provided by Customer or any third party.

2.5 Resale of Services.

(a) Customer is the customer-of-record for Service(s) acquired under this Agreement. If Customer resells Service or incorporates Service into services it provides to its Carrier Customers or to End Users, Customer will be solely responsible for interfacing with its Carrier Customers or End Users with respect to all matters pertaining to its services including, without limitation, service provisioning, billing and collection, dispute resolution and crediting. TRANSTELCO will have no obligation to interact with Customer's Carrier Customers or End Users, nor will TRANSTELCO incur any liability to them for its performance under this Agreement. Customer is responsible for the payment of all charges for Service furnished it, its Carrier Customers, or their End Users. This responsibility is not diminished or otherwise affected by any: (1) use, misuse, fraud or abuse by Customer, its employees, its Carrier Customers, their End Users, or other members of the public of Service or of Customer-provided systems, equipment, facilities or services interconnected to Service; or (2) Customer inability to collect payments or charges from its Carrier Customers, their End Users, or others. Under no circumstance will any credit be given for fraudulent calls delivered to TRANSTELCO by or through Customer.

(b) Customer is responsible for: (1) applying and enforcing all applicable provisions of this Agreement on its Carrier Customers and their End Users; and (2) any liability arising from a violation of a Customer obligation under this Agreement. If TRANSTELCO discontinues providing Service to Customer for any reason, Customer will be solely responsible for furnishing any required notice to its affected Carrier Customers or their End Users.

2.6 Access to Premises. Customer will provide TRANSTELCO, its agents or contractors with reasonable access to Customer and End User Premises to provision, inspect, maintain and repair Service or retrieve TRANSTELCO Service-related equipment situated on Customer or End User Premises. If access rights are not held by Customer, Customer will acquire them so that TRANSTELCO timely can perform these undertakings.

2.7 Delays; Non-performance. TRANSTELCO will not be liable to

Customer or others with respect to any: (a) delay in meeting a Service Request Date; or (b) inability to provide Service after the Start of Service Date, except to the extent set forth in this Agreement.

ARTICLE 3 - BILLING; PAYMENT; FINANCIAL STANDING

3.1 Billing. Monthly recurring charges are billed in advance; usage charges are billed in arrears; and non-recurring charges may be billed in advance or in arrears. If Service is made available on a day other than the first day of a monthly billing period, or if Service is discontinued on a day other than the last day of a monthly billing period, monthly recurring charges will be prorated for the monthly billing period.

3.2 Customer Payment Obligation. Except as provided in Section 3.5 or an Exhibit, Customer must pay all invoiced charges for Service without deduction or setoff within thirty (30) days of the date of an invoice ("Payment Period"). Unless otherwise permitted by TRANSTELCO, payment must be made by wire transfer in accordance with instructions provided by TRANSTELCO. If payment by check is permitted, any restrictive endorsements or statements placed on checks and accepted by TRANSTELCO will not be binding on TRANSTELCO.

3.3 Late Payments. Except with respect to amounts disputed in good-faith by Customer, compounded interest at the rate of 1.5% (or the maximum allowed by law, if less) per monthly billing period may be charged on invoiced charges not paid within the Payment Period. In addition, Customer may be required to reimburse TRANSTELCO for all reasonable costs incurred in connection with collection activities, including attorneys' fees and court costs.

3.4 Customer Financial Standing.

(a) TRANSTELCO may request at any time information from a reporting agency to enable TRANSTELCO to assess Customer's credit history and current credit standing. Based on the information acquired or, otherwise, upon a determination of a change in Customer's financial condition based on other considerations, TRANSTELCO may change its billing arrangement with Customer.

(b) To be eligible to receive initial Service or receive Service after the Start of Service Date, Customer, upon ten (10) days prior written notice from TRANSTELCO, must furnish financial statements to TRANSTELCO's Credit Department. A failure to do so may result in the denial of initial Service or the suspension (and subsequent termination) of Service being provided to Customer. In addition, upon two (2) business day's prior written notice, TRANSTELCO may require Customer to wire transfer a deposit or furnish some other form of security if TRANSTELCO is reasonably concerned about Customer's ability or willingness to pay for Service. Events resulting in such TRANSTELCO concern include, but are not limited to, Customer's failure to pay an invoice when due, a significant change in Customer's financial condition, or a material increase in Customer's actual or anticipated use of Service. Failure by

Customer to provide the deposit or security requested may result in the suspension (and subsequent termination) of Service being provided Customer.

3.5 Bill Disputes. To dispute an invoice, Customer must notify TRANSTELCO by submitting its dispute as provided in Section 16.1, which must include billing information, Circuit number(s), and any opened trouble ticket number(s), along with a full explanation of the basis of the disputed charges. Except as provided in an Exhibit, Customer, in good faith, may withhold the disputed amount up to twenty percent (20%) of the total amount of invoiced charges but, nevertheless, must pay the remainder of the invoice within the Payment Period. No charge may be disputed more than sixty (60) days after the date of the invoice on which a charge appears. Any Customer payment of a charge timely disputed and in the manner required will not deprive Customer of its right to dispute the charge. TRANSTELCO promptly will investigate Customer's claim with a view toward resolving the dispute within thirty (30) days of TRANSTELCO's receipt of the Customer's notice. Following an investigation in which Customer co-operates with TRANSTELCO, TRANSTELCO may in good faith reject Customer's claim, in whole or in part, and will advise Customer of the reason for its action. If the dispute is not resolved to Customer's satisfaction, the Parties may further address the dispute pursuant to Article 14.

3.6 Bill Dispute Consequences. If a disputed amount withheld is determined to have been a legitimate charge, interest at the rate of 1.5% (or the maximum allowed by law, if less) may be charged on the amount not paid within the original Payment Period, and Customer must pay the total amount due and owing within five (5) business days of its receipt of notice of the determination from TRANSTELCO.

3.7 Consequences of Non-Payment. If Customer does not make payment of invoiced charges in accordance with the provisions of this Article, TRANSTELCO may, at its option, do one or more of the following: (a) refuse to accept additional Service Orders; (b) without further notice, suspend Service furnished under this Agreement or any other service agreement until Customer has paid all past due amounts owed, with interest; (c) offset unpaid balances with amounts TRANSTELCO may owe Customer under any other agreement between the Parties; or (d) require weekly payments or a deposit of up to two (2) times Customer's aggregate monthly invoicing for the most recently invoiced monthly billing period. Service also may be suspended for any Customer failure to comply with Section 3.7 (d). Following any suspension of Service for non-payment, Service may not be restored until Customer pays in full all charges then due, including any late fees, interest, collection costs, and the costs incurred by TRANSTELCO in restoring Service and provides TRANSTELCO with satisfactory assurances of its ability to pay during the remainder of the Service term. If Customer fails to timely make full payment of the charges due, Service will be terminated effective as of the date of suspension.

3.8 Special Construction or Acquisition. Notwithstanding

anything to the contrary in this Agreement, if TRANSTELCO is required to specially construct or acquire telecommunications facilities from a third party, or both, in order to provide Service, and the costs thereof are not included in the Monthly Recurring Charge ("MRC") for the affected Service(s), the Parties will agree in writing on the charges applicable to the construction or acquisition prior to the undertaking of the activity by TRANSTELCO. If Customer cancels this Agreement or any Service Order involving special construction or acquisition after the acceptance of a Service Order but prior to the Start of Service Date, Customer must reimburse TRANSTELCO for all unpaid costs and expenses incurred by TRANSTELCO in connection with the special construction or acquisition up to the time of cancellation. This payment obligation is in addition to any other rights and remedies TRANSTELCO may have at law, in equity, or as provided in this Agreement.

ARTICLE 4 - TAXES AND GOVERNMENTAL CHARGES

4.1 Applicability. Service charges do not include Taxes or Governmental Charges to be invoiced to Customer, as applicable, in connection with the furnishing of Service.

4.2 Payment and Other Obligations. Customer must pay existing and future Taxes and Governmental Charges and comply with new or revised terms and conditions imposed by TRANSTELCO as a result of Governmental Activity. If TRANSTELCO decides to impose a new or revised Governmental Activity charge or impose new or revised terms and conditions neither mandated by nor consistent with a Governmental Activity, TRANSTELCO will furnish Customer with at least thirty (30) days notice of the new or revised charge or terms and conditions, and Customer may discontinue, without any termination or other payment obligation (except for any charges owed for Service up to the time of termination or due third parties under Section 3.8), the affected Service by furnishing TRANSTELCO with at least thirty (30) days prior written notice of its intent to discontinue the Service.

4.3 Exemption Certificate. If Customer believes itself to be exempt from any Taxes or Governmental Charges, it may provide TRANSTELCO with a certificate demonstrating its eligibility for exemption. If the certificate is accepted, TRANSTELCO will cease imposing the applicable Taxes or Governmental Charges and, if such charges previously had been imposed and collected, TRANSTELCO will credit Customer in an amount equal to the charges paid by Customer during the ninety (90) day period immediately preceding the delivery of the accepted certificate, unless otherwise required by law or regulation.

4.4 Survival. Customer's obligation to pay Taxes and Governmental Charges under this Article 4 will survive the expiration or early termination of the Agreement.

ARTICLE 5 - TERM AND TERMINATION

5.1 Term of Agreement. The initial term of the Agreement will commence on its Effective Date and end three (3) years thereafter.

The Agreement automatically will renew on a month-to-month basis unless one Party provides the other with written notice of its intent not to renew it at least sixty (60) days prior to the end of the initial term or at least thirty (30) days prior to the end of any renewal term. If a term of Service established in a Service Order extends beyond the date of expiration of the Agreement, the affected Service will be provided in accordance with the term established in the Service Order pursuant to the terms of the Agreement as though it had remained in full force and effect.

5.2 Termination of Agreement and Discontinuation of Service.

(a) Procedure. If Customer terminates the Agreement (other than as provided in Section 5.1) or discontinues a Service for any reason, Customer must provide TRANSTELCO with written notice in accordance with Article 16. Termination of the Agreement may not occur on less than thirty (30) days notice. For discontinuation of Service, the notice must identify the affected Service(s) (e.g., the Circuit ID and its Primary and Secondary locations) and provide the Requested Due Date for discontinuation, which may not be less than thirty (30) days from the date Customer's notice is received by TRANSTELCO. A purported termination or discontinuation employing any other form of communication, or which fails to include essential information, will be ineffective, and Customer will remain fully obligated to TRANSTELCO.

(b) Early Termination or Discontinuation. Customer may be liable for early termination charges under this Agreement for discontinuing Service prior to the expiration of a Service term.

ARTICLE 6 - INSURANCE

Except as may otherwise be required by an Exhibit, Customer will maintain, throughout the term of this Agreement, the following insurance coverage with a licensed insurance company rated A- or better by A.M. Best: (a) Worker's Compensation Insurance to comply with the state laws in which the work is performed, whenever Service is furnished exclusively by TRANSTELCO on its or a third party's Premises; (b) Commercial General Liability in an amount not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate; and (c) Automobile Liability, including Non-Owned and Hired Auto Liability, in an amount not less than \$1,000,000 Combined Single Limit, whenever Service is furnished exclusively by TRANSTELCO on its or a third party's Premises. "TRANSTELCO Communications, LLC" must be added as an additional insured on Customer's policies, and Customer must waive its rights of subrogation against TRANSTELCO. All insurance carried by Customer will be primary and non-contributory with any insurance carried by TRANSTELCO.

ARTICLE 7 - WARRANTIES

7.1 The Parties. Each Party represents and warrants it is duly organized, validly existing, and in good standing under the laws of the place of its origin, and possesses all the authority necessary to enter into and perform its obligations under this Agreement.

7.2 TRANSTELCO. TRANSTELCO represents and warrants that: (a) its On-Net Service is designed, installed, provided, and maintained in compliance with applicable legal requirements; and (b) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services to Customer.

7.3 Customer. Customer represents and warrants that: (a) services it furnishes to its End Users and Carrier Customers are designed, installed, provided, and maintained in compliance with applicable legal requirements and those established in this Agreement; (b) all Customer traffic handled by TRANSTELCO is compliant with applicable legal requirements and those established in this Agreement; and (c) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services.

7.4 Exclusion of Other Warranties. THE WARRANTIES SET FORTH IN SECTIONS 7.1-7.3 ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INTERFERENCE, AND NON-INFRINGEMENT.

ARTICLE 8 - DEFAULT

8.1 Default Events. A Party is in default under this Agreement if any of the following occurs:

(a) a Party violates any legal requirement relating to the provision or receipt of Service, and the violation is not remedied within thirty (30) days of receipt of written notice of the violation; or

(b) except as may otherwise be provided in an Exhibit, a Party fails to perform a material obligation under this Agreement, and the failure is not remedied within thirty (30) days of receipt of written notice of the failure (except for a payment default, for which no cure period applies).

Unless otherwise provided in an Exhibit or Service Order, any failure of Service resulting in Service Outage credits is not a default entitling Customer to terminate the affected Service or this Agreement.

8.2 Termination for Breach. In addition to remedies available at law or in equity, the non-defaulting Party may terminate this Agreement (including its Exhibits and Service Orders, both implemented and pending), in whole or in part, for a default.

8.3 Payment Default. A payment default resulting in termination of this Agreement will entitle TRANSTELCO to collect from Customer applicable early termination charges, in addition to pursuing other available remedies.

ARTICLE 9 - CONFIDENTIAL INFORMATION AND CPNI

9.1 Confidential Information. Each Party must protect the other's

confidential information with the same degree of care used to protect its own confidential information, but in no event may less than a reasonable standard of care be used by either Party in connection with the preservation of the other's confidential information. The Parties will comply with the terms and conditions of the nondisclosure agreement entered between them on July 31, 2009, which, notwithstanding any contrary provision therein, is coterminous with this Agreement.

9.2 CPNI. Customer Proprietary Network Information ("CPNI") is Customer information acquired by TRANSTELCO from provisioning regulated telecommunications services to Customer. CPNI includes, among other things, Service identities, quantities and locations; information on how Service is being used; and Service billing information. Unless or until otherwise instructed by Customer, TRANSTELCO may use Customer CPNI or share it with its agents and independent contractors for the purpose of furnishing Customer with information about TRANSTELCO's telecommunications-related products that may be of interest to Customer. Customer's approval of this use of its CPNI will remain in effect until Customer contacts TRANSTELCO and indicates it no longer wishes to have its CPNI used for such purpose. To revoke its approval, Customer may contact TRANSTELCO at any time.

ARTICLE 10 - INDEMNIFICATION

10.1 TRANSTELCO's Indemnification of Customer: TRANSTELCO will defend and indemnify Customer, its employees, directors, officers, and agents, from and against any suit, proceeding, or other claim brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful act or omission of TRANSTELCO in the provision of Service; or (b) TRANSTELCO's violation of any of its obligations, representations or warranties under this Agreement.

10.2 Customer's Indemnification of TRANSTELCO: Customer will defend and indemnify TRANSTELCO, its employees, directors, officers and agents, from and against any suit, proceeding, or other claim brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) representations regarding the nature of Customer's traffic including, without limitation, those that result in any audit of the type envisioned in Section 12.4; (c) any use or resale of Service by Customer or others; or (d) Customer's violation of any of its obligations, representations or warranties under this Agreement.

10.3 Intellectual Property: If Service, by itself as provided by TRANSTELCO, becomes, or if TRANSTELCO reasonably believes it may become, the subject of a suit, proceeding or other claim by an entity (not a party to or an Affiliate of a party to this Agreement) that

the Service directly infringes U.S. patent, trademark or copyright rights of such entity, TRANSTELCO at its own expense and option will: (a) procure the right to continue to provide Service; (b) modify or replace Service with a different one having substantially similar functionality; or (c) discontinue the Service and, as appropriate, refund to Customer a pro-rata portion of charges paid by Customer through the date of Service discontinuance.

10.4 Procedure: If a claim is made against TRANSTELCO or Customer, the Party in receipt of the claim ("Indemnified Party") will notify the other Party ("Indemnifying Party") in writing no later than sixty (60) days after learning of a potential claim. The Indemnifying Party will be entitled to assume sole control of the defense of the claim and all related settlement negotiations. The Indemnified Party will provide assistance, information and authority reasonably necessary to assist the Indemnifying Party. A Party may not settle a claim without the other's consent if the settlement would impose an obligation on, or require any admission by, the other Party. Failure of the Indemnified Party to provide notification of a claim will not relieve the Indemnifying Party of its obligations under this Agreement except to the extent the delay prejudices the Indemnifying Party.

10.5 Limitation. Sections 10.1 and 10.3 set forth the entire liability of TRANSTELCO, and Customer's sole and exclusive remedies, with respect to any claim subject to indemnification under this Agreement.

10.6 Survival. These indemnification obligations will survive this Agreement.

ARTICLE 11 - LIMITATION OF LIABILITY

11.1 Consequential Damages. Neither Party is liable to the other for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever including, without limitation, any lost profits, lost revenues, lost savings or any other business loss including goodwill, loss of use of property, loss of data, cost of substitute performance equipment or services, downtime costs, and claims for damages or harm to business regardless of foreseeability or whether damages are caused by the negligence, willful misconduct, or wrongful act arising from or related to this Agreement. A Party's out-of-pocket costs for damages of the kinds specified in the preceding sentence that are recovered by a third party are indirect damages to such Party, and each Party releases the other Party and its Affiliates, as well as their respective officers, directors, managers, employees, and agents, from damages from such claim(s), except to the extent they constitute claims for which indemnification is due under Sections 10.1 and 10.2.

11.2 Service Credits and Liability Limits. Customer's sole remedy for any failure of Service is the right to receive Service Outage credits due under the Agreement. **TRANSTELCO'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT (OTHER THAN FOR SERVICE FAILURES**

FOR WHICH SERVICE OUTAGE CREDITS WILL BE GIVEN AS SET FORTH ABOVE), IS LIMITED TO THE LESSER OF THE DIRECT DAMAGES ALLEGED AND PROVED BY CUSTOMER OR THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICE DURING THE THREE (3) MONTHLY BILLING PERIODS IMMEDIATELY PRECEDING A CLAIM. The foregoing limitations apply to all causes of action and claims irrespective of their nature, including breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort.

ARTICLE 12 - CUSTOMER TRAFFIC CHARACTERISTICS

12.1 Local Voice Traffic. All traffic delivered by or through Customer to TRANSTELCO for local termination, and all traffic delivered by TRANSTELCO to or through Customer that originates in the same local calling area in which Customer's NPA-NXX is assigned or in which the traffic terminates either must be local traffic or traffic legally entitled to be treated as local under applicable legal or regulatory requirements. Based on this presumption, TRANSTELCO will assign local telephone numbers to Customer or route Customer's traffic for termination as local calling.

12.2 Third Party Charges. Customer promptly will pay TRANSTELCO access charges, reciprocal compensation, or other charges invoiced to TRANSTELCO by a third party, or remitted by TRANSTELCO to a third party, as a result of Customer's traffic (collectively, "Additional Charges"), which Charges are not already reflected in the Service charges imposed on Customer. If TRANSTELCO successfully challenges any Additional Charges imposed by a third party, it will credit Customer any amounts previously paid by Customer for those Charges. And, if TRANSTELCO imposes a price increase on Customer resulting from Additional Charges, Customer may transition the affected Service to another service provider without incurring termination liability so long as it: (a) furnishes written notice to TRANSTELCO of its intent to do so within two (2) monthly billing cycles; and (b) completes the transition within a period of time not to exceed sixty (60) days from the date of its notice. If Customer does not timely serve notice on TRANSTELCO of its intent to transition Service to another carrier, it will be deemed to have waived its right to do so. The Parties will cooperate and coordinate on transition scheduling and implementation.

12.3 Third Party Audit. If TRANSTELCO is subjected to a third-party audit relating to Customer's traffic, Customer will co-operate with TRANSTELCO in connection with the audit, including allowing TRANSTELCO to furnish Customer traffic information to the third party upon reasonable demand.

ARTICLE 13 - FORCE MAJEURE

Neither Party will have a claim or right against the other Party for any failure of performance due to acts of God, labor difficulties, or the acts or omissions of any third party over whom a Party has no right or ability to control.

ARTICLE 14 - DISPUTE RESOLUTION

14.1 Litigation Election. Either Party may elect to litigate the following type of case or controversy: (a) an action seeking equitable relief; (b) a suit to compel compliance with this dispute resolution process; or (c) non-compliance with a Party's publicity obligations. TRANSTELCO may elect to litigate billing or payment disputes or collections matters.

14.2 Mediation. The Parties may elect to engage in non-binding mediation as a first alternative to arbitration or litigation. Such an election must be mutual and reflected in a writing signed by both Parties. Each Party will bear its own costs in mediation and all third party mediation costs will be shared equally between the Parties, unless otherwise agreed.

14.3 Arbitration.

(a) Upon ten (10) days written notice, either Party may submit disputes to binding arbitration by a single arbitrator with a professional arbitration service acceptable to the Parties. If the Parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The costs of arbitration, including the fees and expenses of the arbitrator, will be borne equally by the Parties, and each Party will bear the cost associated with its case. The arbitration will be conducted in Fairfax County, Virginia at a site acceptable to the Parties.

(b) This Article and the arbitrator's authority to grant relief are subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, et seq. ("FAA"), the provisions of this Agreement, and the AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator may not award punitive or exemplary damages or damages otherwise limited or excluded in this Agreement, and his or her decision will be final and binding. The arbitrator's award may, as necessary, be confirmed and enforced in any court of competent jurisdiction. Any post-award proceeding will be governed by the FAA.

ARTICLE 15 - ASSIGNMENT

15.1 Assignability. Upon at least thirty (30) days written notice, either Party may assign this Agreement to an Affiliate without the prior written consent of the other Party. In connection with any assignment by Customer to an Affiliate, or a merger, reorganization or sale of all or substantially all Customer assets to a third party, the assignee must: (a) assume, in writing, all responsibilities and obligations under this Agreement; (b) be at least as creditworthy as Customer (as determined by TRANSTELCO in its reasonable discretion) as of the Effective Date of this Agreement; and (c) deliver to TRANSTELCO executed documents that are acceptable to TRANSTELCO and establish the terms of the Assignment.

15.2 Prior Agreement. If this Agreement is assigned to an entity that, prior to the assignment, had an agreement with TRANSTELCO, the service being provided will continue to be

governed by that prior agreement, and the Service provided under this Agreement will be governed by this Agreement, each without reference to the other.

ARTICLE 16 - NOTICES

16.1 Bill Disputes. Customer must submit a dispute of any invoiced charge(s) electronically via email at billingdispute@transtelco.net or such other address as TRANSTELCO may specify from time to time.

16.2 Service Discontinuation. Customer must submit a request to discontinue a Service electronically via email to its designated account executive or such other address as TRANSTELCO may specify from time to time.

16.3 Price Adjustments. TRANSTELCO may modify Service charges pursuant to notice requirements established in an applicable Exhibit or Service Order.

16.4 Other Matters. All other notices under this Agreement, including any notice pertaining to termination of this Agreement, must be in writing and delivered by overnight courier (e.g., Federal Express, DHL) or certified mail, return receipt requested, to the persons whose names and business addresses appear below. A notice will take effect on the date of its receipt by the receiving Party:

If to
TRANSTELCO: Transtelco, Inc.
500 W. Overland, Suite 310
El Paso, Texas 79901
Attn: Vice President Wholesale

With copy to: Transtelco, Inc.
500 W. Overland, Suite 310
El Paso, Texas 79901
Attn: General Counsel

If to Customer:

TRANSTELCO may change its address and point(s)-of-contact by notifying Customer by bill message insert, email or in accordance with the requirements established in this Article.

ARTICLE 17 - MISCELLANEOUS

17.1 Interpretation. This Agreement may not be construed or interpreted against either Customer or TRANSTELCO because that Party drafted, or caused its legal representative to draft, any of its provisions.

17.2 Order of Precedence. If there is an express inconsistency between a term in this Carrier Services Agreement, by itself, and a term in any Exhibit or Service Order, the order of precedence, from the most to the least controlling, is the term contained in:

- (a) this Agreement;
- (b) the Exhibit; and

(c) the Service Order.

17.3 TRANSTELCO Facilities, Equipment and Software.

TRANSTELCO facilities, including equipment and software, used to provide Service will remain the exclusive property of TRANSTELCO or its assignee, and nothing contained in this Agreement can be interpreted to convey to Customer any right, title or interest in the facilities, equipment or software, which will remain personal property even if attached to or embedded in realty. Customer may not remove or conceal any identifying plates, tags, or labels affixed to TRANSTELCO facilities or equipment, nor may Customer alter, or attempt to alter, software furnished as part of Service. TRANSTELCO may substitute or rearrange the facilities or equipment, or modify the software, so long as the quality of Service is not impaired by the changes. Upon termination of Service for any reason, TRANSTELCO will retrieve its facilities and equipment from Customer Premises or Customer, at its expense, will return to TRANSTELCO, within thirty (30) days of Service termination, all TRANSTELCO-provided facilities and equipment, along with any software and other information or materials provided by TRANSTELCO in connection with the furnishing of Service. The facilities, equipment, software or other materials retrieved or returned will be in the same condition as when initially delivered to Customer, normal wear and tear excepted. If Customer fails to return TRANSTELCO's property or allow for its retrieval, Customer must reimburse TRANSTELCO, upon demand, for the replacement cost of the facilities, equipment, software, and other information or materials provided, as well as any costs incurred by TRANSTELCO resulting from the Customer's failure to return TRANSTELCO's property.

17.4 Agency; Partnership; and Third Parties. Neither Party becomes the agent or legal representative of the other Party as a result of this Agreement, nor does it create a partnership or joint venture between the Parties. In addition, this Agreement confers no rights, benefits, or remedies of any kind on third parties including, without limitation, Customer's Carrier Customers and any End Users.

17.5 Waiver. No waiver of any provision in this Agreement will be binding unless in writing and signed by both Parties. The failure of a Party to insist on the strict enforcement of any provision of this Agreement will not constitute a waiver of the provision and all terms of the Agreement will remain in full force and effect.

17.6 Subsequent Agreement. No subsequent agreement between the Parties concerning Service will take effect or be binding unless made in writing and signed by both Parties. Neither electronic mail nor instant messaging (IM) will be a "writing" sufficient to modify the terms of the Agreement, although those methods of communication may be used otherwise in the performance of the Parties' obligations under this Agreement.

17.7 Entire Agreement. This Agreement, together with any applicable Tariff, sets forth the entire understanding of the Parties

and supersedes prior or contemporaneous agreements, arrangements, or understandings, both written and oral, with regard to Service. The Addenda, Exhibits and other documents to which reference has been made are integrated parts of this Agreement.

17.8 Severability. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions in this Agreement.

17.9 Applicable Law and Venue. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to choice of law principles. Any action arising out of or relating to this Agreement must be brought exclusively in state courts located in El Paso, Texas. Customer waives any right or entitlement to bring an action in other venues.

17.10 Non-Exclusivity. This Agreement is non-exclusive. Either Party may enter into similar arrangements with others, and TRANSTELCO may, as part of its normal business undertakings, actively market its services in full and fair competition with Customer or its Carrier Customers.

17.11 Publicity. Neither Party may issue a news release, public announcement, advertisement or other form of publicity relating to this Agreement or Service without the prior written approval of the other Party. Any request by Customer for approval must be directed to TRANSTELCO's Legal Department. Customer may not: (a) market to its End Users or prospective customers using TRANSTELCO's name; (b) represent to its End Users or prospective customers that they are or will become TRANSTELCO's Customers; or (c) indicate to its End Users or prospective Customers that it has any relationship with TRANSTELCO other than that resulting from its purchase of Service.

17.12 Survival. The terms of this Agreement which, by their usage and context, are intended to survive this Agreement including, without limitation, the obligation to make payments for Service, will survive its expiration or termination.

17.13 Headings and Internal References.

(a) Headings. The Article and Section headings in this Agreement, including all its incorporated documents, are for convenience only and may not be considered in interpreting the provisions in which they appear.

(b) Internal References. Any plainly erroneous references or citations to Articles and Sections in this Agreement, including all its incorporated documents, will allow either Party to demonstrate to the reasonable satisfaction of the other Party the intended reference or citation based on logic, context and previous versions of contractual documents.

17.14 Revocation of Agreement Offer. This Agreement will be of no force and effect, and the offer reflected herein is withdrawn, unless the Agreement is executed by Customer and delivered to

TRANSTELCO on or before October 4, 2009.

17.15 Signatures. Any requirement for a signature in any document relating to this Agreement may be satisfied by a facsimile transmission of an original signature or by delivery of electronic mail in PDF or similar scanned format. Any person completing, submitting or executing any such document on behalf of Customer by way of the Internet or other electronic or online means represents that he/she possesses the authority to act on Customer's behalf and any such documents so delivered to, and accepted by, TRANSTELCO will be binding on Customer.

AGREED TO AND ACCEPTED BY:

Customer

BY: _____
AUTHORIZED SIGNATURE DATE

PRINT NAME

PRINT TITLE

Transtelco, Inc., on behalf of itself and its TRANSTELCO operating affiliates

BY: _____
AUTHORIZED SIGNATURE DATE

Edgar Mosti

PRINT NAME

Vice President – Wholesale Network Services

PRINT TITLE

TRANSTELCO Sales Contact: