

300 Bland Street
P.O. Box 770
Bluefield, WV 24701



REGULATORY AUTH.

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OFFICE OF THE
EXECUTIVE SECRETARY

August 10, 2001

Mr. K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

01-00706

RE: Resale Agreement between CTC-TN & dPi TeleConnect

Dear David:

Enclosed are an original and 14 copies of a resale agreement for TRA approval between Citizens Telecommunications Company of Tennessee, LLC and dPi TeleConnect, LLC.

A check in the amount of fifty dollars (\$50.00) is enclosed to cover the filing fee. Please stamp as received the receipt copy and return in it in the enclosed envelope.

Call me if you have any questions at 304.325.1216.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Michael Swatts".

J. Michael Swatts
State Government Affairs Director - South

Attachments

AGREEMENT BETWEEN

**CITIZENS TELECOMMUNICATIONS COMPANY
OF TENNESSEE LLC**

and

dPi TeleConnect, LLC

Dated: March 5, 2001

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EXHIBIT A

**Agreement Regarding
The Sale of Citizens' Telecommunications Services
to Reseller For The Purposes of Resale**

THIS AGREEMENT, dated March 5, 2001, is by and between Citizens Telecommunications Company of Tennessee LLC, ("Citizens"), a Delaware corporation, having its principal place of business at 5600 Headquarters Drive, P.O. Box 251209, Plano, TX 75025-1209 and dPI TeleConnect, LLC ("Reseller"), a Delaware corporation, having its principal place of business at 2997 LBJ Freeway, Suite 225, Dallas, TX 75234, and will be deemed effective the first business day after State Commission approval. Citizens and Reseller may also be referred to herein collectively as the "Parties" and singularly as a "Party".

Citizens Telecommunication Company of Tennessee LLC is a local exchange telecommunications company authorized to provide telecommunications services in the state of Tennessee; and

Reseller is a competitive local exchange telecommunications company authorized to provide telecommunications services in Citizens' service area in the state of Tennessee (hereinafter referred to as "Requested State"); and

Reseller desires to resell certain Citizens' telecommunications services; and

Citizens has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

For and in consideration of the mutual premises and promises contained herein, Citizens and Reseller do hereby agree as follows:

1. TERM OF THE AGREEMENT:

A. The term of this Agreement, dated March 5, 2001, will be one (1) year beginning the first business day after State Commission approval and will apply to Citizens Telecommunication Company of Tennessee LLC serving territory in the state of Tennessee.

B. This Agreement will be automatically renewed for one successive one (1) year periods unless either Party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other Party no later than sixty (60) days prior to the end of the then-existing contract period.

2. DEFINITIONS:

A. "End User Of Record" means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

B. "End User" means the ultimate user of the telecommunications services being resold by Reseller. "End User" will mean an end user customer within Citizens' operating area, which is presently an End User of Citizens.

C. "End User Customer Location" means the physical location of the premises where an End User makes use of the telecommunications services.

D. "Competitive Local Exchange Company" ("CLEC") means a telephone company certificated by the Public Service Commission(s) ("PSC") of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Company Tariff approved by the applicable PSC.

E. "Resale" means an activity wherein a certificated CLEC, such as Reseller subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public with or without "adding value".

F. "Local Interconnection Guide" (the "Guide") means the document provided to Reseller by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining Resale Services. This document may be updated from time to time by Citizens.

G. Reseller may purchase resale services from Citizens for their own use in operating its business provided, however, it must hold it self out and actually provide service primarily to end users other than its self or affiliated companies.

3. SERVICE TO END USERS:

A. Reseller will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from Reseller for all services. Reseller will be Citizens' single point of contact for all services purchased pursuant to this Agreement.

B. Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.

C. Citizens maintains the right to serve directly any End User within Citizens' serving area. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Reseller.

D. Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.

E. An End User may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to Reseller until the End User's outstanding balance has been paid.

F. Telephone numbers associated with Citizens' retail telecommunication services offered for resale are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

G. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

H. Service will be discontinued by Citizens if any law enforcement agency advises that the service is being used in violation of the law.

I. Citizens can refuse to provide service to Reseller when it has reasonable grounds to believe that service will be used in violation of the law.

4. CITIZENS' PROVISION OF SERVICES TO RESELLER:

A. Reseller agrees that its resale of Citizens services will be as follows:

a. The resale of telecommunications services will be limited to End Users and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable PSC.

b. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest at the rate of 6% per day, the maximum allowed by law, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to Citizens may be assessed.

c. Citizens reserves the right to periodically audit services purchased by Reseller to establish compliance with 4Aa, above. Such audit will not occur more than once in a calendar year. Reseller will make any and all records and data available to Citizens or Citizens' auditors on a reasonable basis. Citizens will bear its own costs and those of Citizens' auditors for said audit.

B. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

C. Reseller may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

E. Law enforcement agency subpoenas and court orders regarding End Users of Reseller will be directed to Reseller. Citizens will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Reseller's End Users.

F. Reseller may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Exhibit A attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

G. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

H. Reseller agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

I. Reseller is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of an intentional act or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to Reseller's accounts, Citizens will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if Reseller orders a resold line to be equipped with blocking, where such blocking is available, and Citizens fails to so equip the line, Citizens will not require Reseller to pay for any charges due Citizens for charges that should have been blocked. However, Reseller remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

5. MAINTENANCE OF SERVICES:

A. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

B. Reseller or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

C. Reseller accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

D. Reseller will be the single point of contact for all repair calls on behalf of Reseller's End Users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by Citizens.

F. For all repair requests, Reseller accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

G. Citizens will bill Reseller for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

H. Citizens reserves the right to contact Reseller's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Reseller may initiate. If Citizens contacts a Reseller End User, Citizens will use commercially reasonable efforts under the circumstances to also contact Reseller within a reasonable amount of time.

6. ESTABLISHMENT OF SERVICE:

A. Reseller must provide the appropriate Citizens' representative the necessary documentation to enable Citizens to establish a master account for Reseller. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable PSC, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Agreement has been approved by the appropriate state PSC.

B. Service orders and preorders will be in a standard format designated by Citizens as set forth in the Guide. Service orders fees will apply as set forth in Citizens' Tariff.

C. When notification is received from Reseller that a current End User of Citizens will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. When an existing End User of Citizens switches to Reseller, Reseller must provide Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

E. Citizens will require Reseller to obtain a Letter of Authorization ("LOA") signed by the End User prior to converting an existing service for such End User with Reseller, as set forth in the Guide. The Local Service Request ("LSR") will contain a notation that the LOA has been obtained, as well as the name of the End User that has signed the LOA. The LOA will be maintained in a file in electronic format at Reseller's premises, and will be available for inspection at Citizens' request.

F. Reseller will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion of the End User's service from Reseller to Citizens or will accept a request from another CLEC for conversion of the End User's service from the Reseller to the other CLEC. Citizens will notify Reseller that such a request has been processed.

G. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line.

H. Citizens will, in order to safeguard its interest, require Reseller to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two (2) months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

K. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

In the case of a cash deposit, interest at the rate of 5% percent per annum will be paid to Reseller during the continuance of the deposit. Interest on a deposit will accrue annually. Such a deposit will be refunded or credited to the account when the Reseller has established credit or, in any event, after the Reseller has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Reseller.

M. Citizens will provide 911 Service to Reseller End Users in the same manner that Citizens provides 911 Services to its own End Users. Reseller will provide Citizens with up to date name and address information for each Reseller End User for purposes of maintaining the 911 Master Street and Address Guide.

7. PAYMENT AND BILLING ARRANGEMENTS:

A. When the initial service is ordered by Reseller, and subject to Section 4, paragraph A, above, Citizens will establish one or more accounts receivable master accounts for Reseller.

B. Citizens will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. Citizens will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, franchise fees and Subscriber Line Charges on an individual end user account level. In the event that an individual End User does not presubscribe to an interexchange carrier, Reseller will be billed the applicable Primary Interexchange Carrier Charge (the "PICC"). Citizens will render bills each month on established bill days for each of Reseller's master accounts.

C. Payment of all charges will be the responsibility of Reseller. Reseller will make payment to Citizens for all services billed. Citizens is not responsible for payments not received by Reseller from Reseller's End User(s). Citizens will not become involved in billing disputes that may arise between Reseller and its End User(s). Payments made to Citizens as payment on account will be credited to an accounts receivable master account and not to an End User's account.

D. Payments will be due and payable upon receipt of the bill and will be considered late if not paid by the date specified on the bill (stated on the bill as either "Current Amount Due By" or "Current Amount Due By Date"), hereinafter referred to as ("Due Date"). Payment is considered to have been made when received by Citizens in immediately available funds.

If the Due Date falls on a Sunday or on a Holiday which is observed on a Monday, the Due Date will be the first non-Holiday day following such Sunday or Holiday. If the Due Date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Due Date will be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the Due Date, a late payment penalty, as set forth in Paragraph I following, will apply.

E. When Reseller has provided proof of tax exempt certification, the total amount billed to Reseller will not include any taxes due from the End User. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User, unless, by law, Citizens is required to remit such tax.

F. If any portion of the payment is received by Citizens after the Due Date as set forth preceding, or if any portion of the payment is received by Citizens in funds that are not immediately available to Citizens, then a late payment penalty will be due to Citizens, as specified in Citizens applicable state tariff.

The late payment penalty will be the portion of the payment not received by the Due Date times a late factor. The late factor will be the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the Due Date to and including the date that Reseller actually makes the payment to Citizens.

G. Any switched or flat rated (e.g., the PICC) access charges associated with interexchange carrier access to the resold local exchange lines will be billed to the interexchange carrier and are due to Citizens.

H. Citizens will not perform billing and collection services for Reseller.

I. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by Citizens within ninety (90) days after the bill is rendered, the account will be deemed correct and binding upon Reseller. Both Parties agree to use best efforts to resolve any billing disputes through informal discussions at a working level within thirty (30) days after receipt of notice thereof. If the billing dispute is not resolved within such thirty (30) day period, both Parties agree to escalate the dispute to their respective next level of management each week until such dispute is resolved. If the dispute is resolved in Citizens' favor, and Reseller has not already paid the disputed amount, the late payment fee referenced in Paragraph F, above, will apply to any such unpaid amount from the Due Date until full payment thereof is received by Citizens. If the dispute is resolved in Reseller's favor, and Reseller has already paid the disputed amount, Reseller will receive a credit for such amount, plus interest from the date such payment was received, calculated at the rate specified in Paragraph F, above. Both Parties will retain such detailed information as may reasonably be required for resolution of the dispute during the time such dispute is pending. Notwithstanding the foregoing, Reseller agrees to pay Citizens all costs and/or expenses, including reasonable attorney's fees, incurred by Citizens in its collection of any undisputed amounts.

J. No partial payment by Reseller will be treated otherwise than as a payment on the master account. The acceptance by Citizens of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, will be given no effect, and Citizens may accept such check without prejudice to any other rights or remedies which Reseller may have against Citizens and apply it as a partial payment. All invoices submitted to Reseller, or payments due by Reseller to Citizens, will be paid as such and will not be netted against any amount due from Citizens. In the event Reseller makes an overpayment to Citizens, such amount will not be liable for the interest or late payment fee associated with the overpayment. Citizens will promptly return such overpayment upon Reseller's request.

8. DISCONTINUANCE OF SERVICE TO END USER:

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

- a. Citizens will temporarily deny service to Reseller's End User on behalf of, and at the request of Reseller. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Reseller.
- b. All requests by Reseller for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Reseller is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).
- c. Reseller will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.
- d. Citizens will advise Reseller when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss, or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

9. DISCONTINUANCE OF SERVICE TO RESELLER:

The procedures for discontinuing service to Reseller are as follows:

a. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of Citizens' Tariff, or this Agreement.

b. If payment of account is not received by the Due Date, Citizens may provide written notice to Reseller, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 7F will also apply. Notification costs will be charged to the Reseller.

c. If payment of account or formal notice of billing dispute as set forth in Section 7, paragraph F is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

d. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, Citizens will provide thirty (30) days written notice of such noncompliance. If Reseller does not cure such noncompliance, Citizens may discontinue the provision of all existing services to Reseller at any time thereafter and Reseller will be obligated to notify its End Users that service will be discontinued (as specified in Section 6 hereof). In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Reseller's noncompliance continues, nothing contained herein will preclude Citizens' right to discontinue the provision of the services to Reseller without further notice.

e. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Citizens will reestablish service at the request of Reseller upon payment of the appropriate connection fee and subject to Citizens' normal application procedures.

f. Where Reseller discontinues its provision of service to all or substantially all of its End Users, the Reseller must send advance written notice of such discontinuance to Citizens and to each of the Reseller's End Users. Such notice must include a verification that the Reseller has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Reseller, Citizens will continue to serve the End User at its retail rates.

10. GENERAL PROVISIONS:

A. The provision of services by Citizens to Reseller does not constitute a joint undertaking for the furnishing of any service, nor does it indicate that the Reseller is authorized by Citizens. Neither Party will use the name or marks, refer to or identify the other Party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other Party. Regarding the execution of this Agreement, each Party agrees that it will not, without the prior written consent of the other Party, make any news release, public announcement, or denial or confirmation of the whole or any part of this Agreement which names the other Party.

B. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sale, marketing, or advertising, of any Citizens' name or trademark.

C. The characteristics and methods of operation of any circuits, facilities, or equipment provided by Reseller or any of its End Users, or otherwise in conjunction with services resold hereunder, will not in any way interfere with or impair service over any facilities of Citizens, its affiliates, or its connecting and concurring carriers involved in its service as set forth in Citizens' Tariff.

D. Facilities and/or equipment utilized by Citizens to provide service to Reseller and Reseller's End Users remain the property of Citizens.

11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES:

A. Reseller agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Reseller services, located within Citizens operating areas.

B. Citizens will include Reseller's End-User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End-Users are ordinarily included, and directory assistance databases. Listings of Reseller's End-Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

C. Reseller will identify any of these subscribers that are "non-published" customers. Reseller will provide Citizens with the directory information for all its End-Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. Reseller will provide all subscriber listings at no charge to Citizens or its publisher.

D. Reseller's End-Users' standard primary listing information in the telephone directories will be provided at no charge. Reseller will pay Citizens' tariffed charges for additional and foreign white page listings.

E. Both Parties will use their best efforts to ensure the accurate listing of Reseller's End-User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

F. Citizens will accord Reseller directory listing information the same level of confidentiality which Citizens accords its own directory listing information. Reseller grants Citizens full authority to provide Reseller subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of Reseller listings to other directory publishers.

G. Citizens will distribute its telephone directories to Reseller's End-Users in a manner similar to the way it provides those functions for its own end-users.

H. Reseller will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that Reseller has the right to place such listings on behalf of its End-Users. Reseller agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, Reseller agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages,

suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by Reseller hereunder.

I. Citizens' liability to Reseller in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by Reseller for such listing. In addition, Reseller agrees to take, with respect to its own End-Users, all reasonable steps to ensure that its' and Citizens' liability to Reseller's End-Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End-Users are subject to.

12. LIABILITY:

A. Citizens' liability will be subject to the same terms and conditions as outlined in its Tariff.

B. The Parties will indemnify and hold each other harmless against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party, including Reseller's End Users, as a result of Citizens' furnishing of service to Reseller and Resellers provision of such services to End Users.

C. The Parties will be indemnified, defended and held harmless by each other and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:

a. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or End User's own communications.

b. Claims for patent infringement arising from acts combining or using Citizens services in connection with facilities or equipment furnished by the End User or Reseller.

c. All other claims arising out of an act or omission of Reseller or its End User in the course of using services.

D. Reseller accepts responsibility for providing access to End Users' premises for maintenance purposes of any service resold under the provisions of this Agreement. Citizens will not be responsible for any failure on the part of Reseller with respect to any End User of Reseller.

13. CONFIDENTIALITY AND PUBLICITY:

A. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 12.

B. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made. Notwithstanding the foregoing, the Parties agree that all Reseller End User information is deemed proprietary information.

C. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure

period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

a. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

b. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

c. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

D. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

a. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

b. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

c. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

d. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

e. is approved for release by written authorization of the disclosing Party; or

f. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

g. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

E. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

F. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

G. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

H. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

I. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

14. ESCALATION DISPUTE RESOLUTION AND MEDIATION:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

A. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

B. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

C. In the event the Parties are unable to resolve the dispute, through conference, the Parties agree to employ the dispute resolution procedures established by the Commission.

D. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

15. LIMITATION OF USE:

The Parties agree that this Agreement will not be proffered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

16. WAIVERS:

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

17. GOVERNING LAW:

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

18. NOTICES:

- A. Every notice, consent, approval, or other communications required or contemplated by this Agreement will be in writing and will be delivered in person or given by postage prepaid mail, addressed to:

To Citizens:

Citizens Communications
Attention: Interconnection Director
Interconnection Service Dept.
5600 Headquarters Drive, P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-3343
Fax: (469) 365-4815

To Reseller:

dPi TeleConnect
Attention: Kelly King, Director of ILEC
Relations
2997 LBJ Freeway, Suite 225
Dallas, TX 75234
Tel: (972) 488-5500
Fax: (972) 488-8636

or at such other address as the intended recipient previously will have designated by written notice to the other Party.

- B. Where specifically required, notices will be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail will be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it will be presumed to have been delivered the third day, or next business day after the third day, after it was deposited in the mails, unless sent via over-night courier, in which case will be presumed to have been delivered on the day after it was deposited with the overnight courier.

19. FORCE MAJEURE:

Neither Party will be held liable for any delay or failure in performance of any part of this Agreement to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, labor disputes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the reasonable control of such Party. If any Force Majeure condition occurs, the Party delayed or unable to perform will give immediate written notice to the other Party. During the pendency of the Force Majeure condition, the duties of the Party affected by the Force Majeure condition will be abated and will resume without liability thereafter. If any such excusable delay lasts for a period of more than sixty (60) calendar days, the Party not relying on the excusable delay, at its option, may terminate this Agreement, in whole or in part, upon prior written notice, without penalty.

20. INDEPENDENT CONTRACTORS:

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and

necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

21. REGULATORY APPROVALS:

Although this Agreement may be executed by both Parties, to the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement will require that this Agreement be approved by such regulatory agency before this Agreement may be effective, this Agreement will not be effective in such state notwithstanding the Parties' signature until the first business day after such approval has been obtained.

Each Party agrees to cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

22. SEVERABILITY:

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

23. AMENDMENTS:

No amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, will be effective unless the same is in writing and signed by both Parties.

24. ASSIGNMENT:

Reseller may not assign this Agreement, and/or any of its rights and/or obligations hereunder without the prior written consent of Citizens, which consent shall not be unreasonably withheld.

25. NO RIGHTS TO THIRD PARTIES:

This Agreement will not provide any third party, including, but not limited to any End User customer of Reseller, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

26. HEADINGS:

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

27. EXECUTED IN COUNTERPARTS:

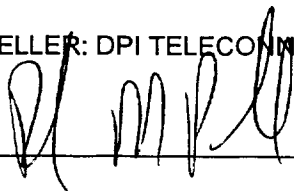
This Agreement may be executed in any number of counterparts, each of which will be an original; but such counterparts will together constitute but one and the same document.

28. ENTIRE AGREEMENT:

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

The Parties have caused this Agreement to be executed by their duly authorized representatives.

RESELLER: DPI TELECONNECT, LLC

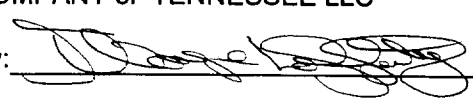
By: 

Typed: _____

Title: Vice President

Date: 03-26-01

CITIZENS TELECOMMUNICATIONS
COMPANY of TENNESSEE LLC

By: 

Typed: F. Wayne Lafferty

Title: V. P. -Regulatory & Government Affairs

Date: 5/4/01

EXHIBIT A

Nonrecurring Charges:

1. A nonrecurring charge will apply when converting a Citizens account to a Reseller account or when changing an end user from one reseller to another. The nonrecurring change is discounted by 11.5 % rate without Operator Services from Citizens Tariff rate for Records only Service Ordering Charges.
2. All Citizens tariffed regulated products and services, Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted 11.5 % rate without Operator Services. Except as qualified in Section 4, Paragraph F.
3. The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above.
 - a. Special Access Services DS-1's
4. Services not available for Resale:
 - a. Customer Premises Equipment
 - b. Lifeline Services
 - c. Inside Wire
 - d. Concession Service
 - e. Promotions less than 90 days
 - f. Inside Wire