

DOCKET NO. 10-00087

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered effective as of the 27th day of May, 2010 (the "Effective Date") by and between STELLAR RELAY, LLC, whose address is 6211 Shelby Oaks Suite 102 Memphis, TN 38134 ("Stellar") and HAMILTON RELAY, INC., whose address is 1001 12th Street, Aurora, NE 68818 ("Supplier").

In consideration of the mutual agreements set forth below, Stellar and Supplier agree as follows:

1.0 GENERAL TERMS AND CONDITIONS

1.1. Overview

Pursuant to this Agreement, Supplier will furnish all necessary equipment, material, and labor to provide Telecommunications Relay Services ("TRS"), intrastate and interstate English, Spanish Relay Services and intrastate and interstate Speech to Speech Relay Services for individuals with hearing and speech disabilities in the state of Tennessee in accordance with the requirements set forth by the Federal Communications Commission ("FCC"). The following "Services" will be provided:

- a) TRS and Customer Service English speaking services will be provided for Stellar between the hours of 8 pm Central Time and 8 am Central Time, seven days a week.
- b) Spanish Relay Services and Speech to Speech Relay Services will be provided 24 hours a day, seven days a week to Stellar customers requiring such service.
- c) Supplier will be the emergency back-up provider for Stellar's TRS calls for the term of this Agreement.
- d) Supplier will answer Customer Service as Hamilton Relay, but will answer TRS calls as Tennessee Relay.

Supplier will staff to meet the anticipated call volumes provided by Stellar.

2.0 GENERAL REQUIREMENTS

2.1 Compensation

- a. Stellar shall compensate Supplier for TRS and Customer Service English speaking services referenced in Paragraph 1.1 (a) provided under this Agreement at a rate of \$1.60 per Session Minute for English TRS.

Stellar shall compensate Supplier for all Spanish Relay Services and Speech to Speech Relay Services referenced in Paragraph 1.1 (b) at a rate of \$2.00 per Session Minute.

A Session Minute is defined as the total time a CA is involved with a relay call, inbound and outbound, including call setup and wrap up time.

In the event that the compensation for TRS, Customer Service, Spanish Relay and Speech to Speech Services referenced above in this Section 2.1 does not total \$4,000 or more in

any month when calculated using the per minute rates, Stellar will compensate Supplier a minimum of \$4,000 for such month for providing such services.

b. Stellar shall compensate Supplier for providing emergency back-up services referenced in Paragraph 1.1 (c) as follows:

\$1,000 monthly retainer. This retainer shall be paid monthly without regard to whether the backup services are used or any minutes handled by Supplier.

Plus

A \$5,000 daily minimum for week days and a \$3,000 daily minimum for week end days when activated or \$1.99 per Session Minute, whichever is greater.

The compensation rates of \$1.99 per Session Minutes apply to all calls made through any of the toll free numbers designated by Stellar and assigned to Supplier for every 24 hour period that the emergency back-up services is required .

c. In addition, Stellar shall compensate Supplier for a one time set-up fee in the amount of \$3,600.00.

2.2 Invoices

Supplier will submit monthly invoices to Stellar detailing the number of calls and minutes relayed. Payment of all invoices submitted to Stellar by Supplier shall be due 30 days following the invoice date.

Invoices shall be forwarded to:

Stellar Relay, LLC
Attn.: Anne Rousseau
Address: 6211 Shelby Oaks Suite 102, Memphis TN
38134
Ph: 714 907-6530

2.3 Reports

Supplier will provide and submit monthly reports to Stellar in electronic form by the 7th of each month. Reports shall become the property of Stellar. The monthly reports shall have sufficient detail for Stellar to assess whether services are being provided in accordance with the respective FCC docket. Reports should be sent to:

Anne Rousseau
arousseau@stellarrelay.com

Dave Gaudreault
dgaudreault@stellarrelay.com

Supplier will provide a daily performance report and daily CDR's to Stellar in electronic form on each business day.

3.0 TECHNICAL REQUIREMENTS

3.1 Overview

This section lists and describes the specific technical, operational and functional standards governing the Service. Standards in these categories are all listed as "minimum" standards. No deviation from or waiver of these minimum standards will be allowed. Supplier's price includes all costs associated in providing these minimum standards.

3.2 Technical Standards

a. Service Description

The Service enables a person who is deaf or hearing or speech disabled to communicate with a hearing person, and vice versa, using a telecommunications device for the deaf (TDD), a teletypewriter (TTY) or a personal computer with the assistance of a Communications Assistant at the Relay Service Center.

b. ASCII and Baudot

Supplier must furnish all necessary telecommunications equipment and software to be capable of communicating with ASCII or Baudot format at any speed generally in use. Supplier must be capable of identifying incoming TTY signals as being either ASCII or Baudot.

c. Transmission Quality

The transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise.

d. Usage

No restrictions shall be placed on the length or number of calls by users. Peak periods shall exist when blockage rate and average answer time exceed the specifications.

e. Network Facilities

Supplier shall provide adequate network facilities in conjunction with the Service so that under projected calling volumes, the probability of a busy response due to trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice network.

f. Access Numbers for Speech to Speech and Spanish

Stellar will assign to Supplier the toll free numbers that will be used under this Agreement. Supplier shall initiate appropriate RespOrg (Responsible Organization)

processing to complete assignment of numbers. Stellar shall retain ownership of the toll free numbers for sole purpose of handling the Service. Supplier shall release and return assigned toll free numbers to Stellar upon request and or completion of this Agreement. The toll free numbers will consist of the following:

- 866-503-0264 STS
- 866-503-0263 Spanish

g. Access Numbers for English Voice and TTY and Customer Service

Supplier will make available three (3) 800 numbers that Stellar can forward English Voice, TTY and Customer Service calls to at the appropriate time. These calls will be blocked from accepting international calls including Canada. Supplier will maintain ownership of these 800 numbers. Any calls forwarded to Supplier must arrive with a domestic originating number or Supplier will charge Stellar for all international call expense.

h. Speed of Answer

Supplier must comply with the FCC mandated average speed of answer requirement. This requires 85% of all calls to be answered within 10 seconds and is measured on a daily basis.

i. Speed of Answer for Back-up TRS Calls

Supplier will make every attempt to answer all calls within the FCC required time frames.

j. Blockage Rate

Average daily blockage rate for all calls into the Service shall be no greater than 1%. This shall be measured by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24-hour period.

k. Blockage Rate for Back-up TRS Calls

Supplier will make every attempt to comply with FCC standards concerning average daily blockage rate for all calls into the Service.

l. Real Time

The Service shall transmit conversation between voice and TTY callers in real time.

m. Use of Automatic Number Identification

The Service shall utilize Automatic Number Identification (ANI) technology so that no caller is required to give his/her originating calling number, except in instances where

ANI information is not available from any proposed local exchange companies (LEC) or interexchange carriers (IXCs).

n. Types of Calls

Supplier shall relay the following types of calls:

- TTY to Voice
- Voice to TTY
- Voice Carry Over (VCO)
- Hearing Carry Over (HCO)
- VCO to HCO
- HCO to VCO
- Calls to recorded announcements and answering machines
- Interactive menus
- Beepers/Pagers
- Emergency Calls
- Alternate billed calls (Le. collect, calling card, bill to third, etc.)
- Carrier of Choice calls

o. Session Minute

Calls using the Service will be billed on a Session minute based on the moment the call is answered to when it's disconnected, which includes call setup time, call wrap up time, conversation time and CA time.

p. Service Reliability

Supplier shall ensure that its systems are designed to meet the following reliability specifications:

1. Uninterruptible Power

The uninterruptible power system must support the switch system and its peripherals, switch room environmental, operator consoles/terminals, operator worksite emergency lights and call detail recording to ensure equipment reliability and service integrity.

2. Switching System

The switching system shall include a redundant CPU in reserve, as well as battery back-up and generator, to ensure that no calls are dropped due to processor failure. The system shall also include on-line system monitoring, real time programming capabilities which will not take the system off line, the ability to perform preventative maintenance without taking the system off line and an inventory of spare critical components which are maintained on site to ensure the required levels of service are met.

3. Intercept Messages

Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, the relay center or on inbound/outbound circuits. Voice, Baudot and ASCII messages shall be provided.

4. Disaster Recovery Plan

Supplier shall develop a complete disaster recovery plan for dealing with all types of natural and manmade problems. The plan should detail the level of escalation which will be employed to deal with the problem and restore service. A primary requirement is to notify the Stellar point of contact if a major problem occurs.

q. Access to Carrier of Choice

Users of the Service shall have access to their choice of interLATA (interstate; and intrastate) and intraLATA toll carriers, as appropriate, through the relay service to the extent such carriers participate in the carrier of choice program, and allow relay calls to be completed.

Carrier of Choice on Demand. Users of the Service may request or instruct the CA to complete their intraLATA calls using a requested carrier. This can be done on a per-call basis.

r. Emergency Calls

Supplier shall ensure that CAs are trained and equipped for handling calls to emergency agencies such as Police, Fire, Ambulance, etc. and in accordance to the FCC minimum standards for handling of emergency calls. Stellar will provide a list of 10 digit numbers for all PSAPs in Tennessee.

s. Access to Directory Assistance

Supplier must provide callers with access to local and long distance directory assistance. Supplier will not bill the relay user for Directory Assistance calls.

t. Customer Profile

Stellar shall provide customer profile information to Supplier.

u. Regionally Restricted 800 Number

Stellar will accommodate Hamilton's technology for this in their Tennessee facility.

4.0 COMMUNICATION ASSISTANT STANDARDS

4.1 Minimum Communication Assistant Qualifications

Supplier shall ensure that each CA used to provide services under this Agreement shall have successfully passed a Proficiency Assessment and meets the FCC's minimum standards required of CAs.

Each CA shall be required to successfully pass a battery of tests covering numerous topics such as basic skills in grammar, vocabulary, spelling, reading, comprehension, mathematics, the ability to follow directions, customer service and typing at a minimum of 60 words per minute.

4.2 Communication Assistant Training

CAs shall be trained to process all types of Relay calls, including, at a minimum, the following call types for:

- TTY to Voice
- Voice to TTY
- Voice Carry Over (VCO)
- Hearing Carry Over (HCO)
- VCO to HCO
- HCO to VCO
- Calls to recorded announcements and answering machines
- Interactive menus
- Beepers/Pagers
- Emergency Calls
- Alternate billed calls (Le. collect, calling card, bill to third, etc.)
- Carrier of Choice calls

4.3 Confidentiality

- a. All calls made through the Service shall be totally confidential, with no written or electronic script kept beyond the duration of the call.
- b. CAs shall be required to sign a pledge of confidentiality, promising not to disclose the identity of any callers or fellow CAs or any information learned during the course of relaying calls, either during the period of employment as a CA or after termination of employment.
- c. CAs shall not discuss among themselves or with their supervisors any names or specifics of any relay call, except in instances of resolving a complaint. CAs may discuss the general situation they need assistance with in order to clarify how to process a particular type of relay call. CAs shall be trained to ask questions about procedures without revealing specific information that will identify the parties on the call.
- d. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or the relay center, names and specific information may be disclosed by the CA to a supervisor to address the situation.
- e. Watching or listening to actual calls by anyone other than the CA is prohibited, except for training or monitoring purposes.
- f. Supplier must have or develop a Confidentiality Policy covering the above points at a minimum. A copy of the Confidentiality Policy shall be provided to a user upon request.
- g. A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall be removed immediately from this Program.

h. Supplier shall be restricted to collecting only that personal information necessary to provide and bill for the relay calls being rendered. This information shall not be used for any other purposes.

5.0 TERM OF AGREEMENT

The term of this Agreement shall be through September 30, 2011.

6.0 NECESSARY CONSENTS

6.1 Stellar represents and warrants to Supplier that Stellar has obtained all necessary consents and approvals that may be required for the Supplier to provide the services as described herein.

7.0 WARRANTY

Supplier represents, warrants and covenants to Stellar that:

a) In performing Services, Supplier will comply with the descriptions and representations as to the Services set forth in this Agreement. Supplier also warrants that its employees will perform Services on time and in accordance with all applicable federal, state, county and local laws, ordinances, regulations, rules, codes and orders.

b) All Services provided by Supplier shall be performed (i) in a diligent, efficient and skillful manner, and (ii) to the best of Supplier's ability.

c) If, during the term of this Agreement, any defect exists or arises then in the Services, in each such case upon receipt of notice of such defect, Supplier will promptly repair or remedy such defect at Supplier's sole cost and expense no later than fifteen (15) business days following receipt of notice of such defect from Stellar. This repair remedy for defective performance or nonperformance of Services, regardless of the form of action, whether in contract, tort (excluding claims based upon Supplier's gross negligence or willful misconduct) or strict liability, shall be Stellar's sole remedy. If such remedy is deemed to fail of its essential purpose, in no event shall Supplier's liability under this Section exceed the total of fees received by it from Stellar for the Services.

8.0 CONFIDENTIAL INFORMATION

a) The term "Confidential Information" includes, but is not limited to: programs and related documentation; specifications, drawings, models, technical and business data and plans; works of authorship and other creative works; and ideas, knowledge and know-how that is designated as confidential in writing by the disclosing party whether by letter or by use of a stamp or legend, prior to or at the time any such information is disclosed or delivered to the receiving party. Information may be transmitted in writing, other tangible form or orally.

b) Confidential Information that either party furnishes to the other or otherwise comes into contact with under this Agreement will remain the supplying parties property. Any such Confidential Information shall be returned to the supplying party upon termination

of the Agreement or at the supplying party's earliest request. The receiving party will keep the Confidential Information confidential and use it only in performing this Agreement unless such Information was previously known to the receiving party free of any obligation to keep it confidential or is made public by the supplying party or a third party without breach of any agreement.

9.0 INTELLECTUAL PROPERTY

This is an Agreement for services and not intended for the purpose of creating for or transferring to the other party any Intellectual Property/Neither party shall acquire any Intellectual Property. Neither party shall acquire any Intellectual Property rights owned or developed by the other party under the terms of this Agreement.

(a) Supplier shall be responsible for owning or securing the appropriate licensing of any pre-existing Intellectual Property used in the provision of the Services.

(b) Neither Party grants to the other party any license, express or implied, under any Intellectual Property except for the sole purpose of Supplier's performance under this Agreement.

10.0 FORCE MAJEURE

If performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, terrorism, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Event"), the party initially affected ("Force Majeure Party"), upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the Force Majeure Event. The other party shall likewise be excused from performance of its obligations on a day-to-day basis during the Force Majeure Event, provided, however, that the Force Majeure Party shall use reasonable efforts to avoid or remove the Force Majeure Events and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever the Force Majeure Event ceases.

11.0 LIMITATION OF LIABILITY

Neither party to this Agreement shall be liable for any consequential, special, indirect, incidental, punitive or exemplary damages for any acts or failure to act under this Agreement.

12.0 RELATIONSHIP OF PARTIES

In providing any Services under this Agreement, Supplier is acting solely as an independent contractor and not as an agent of Stellar. Persons furnished by Supplier shall be solely the employees or agents of Supplier, respectively, and shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees of Stellar for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions and

payment of wages. Supplier shall also be responsible for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees or agents, such as social security, unemployment, worker's compensation, disability insurance and federal and state income tax withholding. Neither party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint venturers.

13.0 TERMINATION

- a) Either party may terminate this Agreement without cause, upon ninety (90) days written notice to Supplier. The termination shall not prejudice the rights or liabilities of the parties with respect to Services rendered or any indebtedness then owing by either party to the other.
- b) Either party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occurs.
- i. The other files a voluntary petition in bankruptcy;
 - ii. The other is adjudged bankrupt;
 - iii. A court assumes jurisdiction of the assets of the other under a federal reorganization act;
 - iv. A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other;
 - v. The other becomes insolvent or suspends its business;
 - vi. The other makes an assignment of its assets for the benefit of its creditors, except as required in the ordinary course of business;
- c) Either party may terminate this Agreement for a material breach by the breaching party, provided that, (i) the non-breaching party give the breaching party written notice of such breach, and (ii) after receiving such notice from the non-breaching party, the breaching party fails to cure the breach after ten (10) days.

14.0 NOTICES

Notices concerning this Agreement shall be in writing and shall be given or made by means of telegram, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Supplier: John Nelson, President
 Hamilton Relay, Inc.
 1001 12th Street
 Aurora, NE 68818
 Phone: 402.694.5101
 Fax: 402.694.5037

To Stellar: Bernard Durocher
Stellar Relay LLC
6211 Shelby Oaks Suite 102
Memphis, TN 38134
Phone: 901-937-6500

Either Party must provide Notices for change in ownership, change in name of firm, or change in mailing address to the other Party within thirty (30) days of such change. Notices for change in ownership must include the names of all new owners or officers, registered agent for service of process and state of incorporation or organization.

Such Notice shall be deemed to have been given or made when actually received or seventy-two (72) hours after being sent as specified above, whichever occurs first.

15.0 CHOICE OF LAW AND JURISDICTION

The validity, interpretation and performance of this Agreement shall be governed by the procedural and substantive laws of the state of Nebraska without regard to conflicts of laws. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in the County of Lancaster in the State of Nebraska and both parties agree to accept the personal jurisdiction of such court.

15.0 Supplier agrees to the terms and conditions set forth in the current Contract between the State of Tennessee, Tennessee Regulatory Authority and Purple Communications with the following exceptions: Sections C.2, C.3, E.1, E.3 and E.7.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized officers, by signature below.

STELLAR RELAY, LLC
(Stellar")

By: Bernard Durocher

Title: President & CEO

Date: _____

HAMILTON RELAY, INC.
("Supplier")

By: John Nelson

Title: President

Date: _____