

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

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FINAL CONFORMING

if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57). Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

18.5 Costs.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees for any arbitration unless otherwise ordered by the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such Party shall make payment to the billing Party together with any late payment charges under Article III, Section 9.6, from the original payment due date. If it is determined that the billed Party owes no payment, then the billing Party shall credit such disputed Unpaid Charges, including any late payment charges assessed.

19.0 ENTIRE AGREEMENT

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

20.0 EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21.0 FORCE MAJEURE

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including