

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

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FINAL CONFORMING

9.3 Default Notice of Nonpayment for Services.

Following such Default for services within the required twenty (20) Business Days from the rendition of the bill, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges to the billing Party within twenty (20) Business Days. If the billed Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty-Business-Day notice period, deliver to the billing Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the billing Party all undisputed Unpaid Charges. Failure of a Party to pay undisputed Unpaid Charges will constitute Default as defined in Section 2.2 of Article III.

9.4 Back Billing.

The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the bill date or the applicable Federal or State statute of limitations, not to exceed one year. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than 90 days prior as soon as it becomes aware of the billing omission.

9.5 Dispute.

Disputing Party shall notify the billing Party in writing regarding the nature and the basis of any dispute relating to Unpaid Charges within twenty (20) Business Days of rendition of the bill or up to one year for paid charges, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues.

9.6 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the lesser of the amount of 1½% per month, or the maximum amount allowed by law.

9.7 Remedies for CenturyTel.

Upon Socket's failure to pay all undisputed Unpaid Charges associated with resold services within the twenty (20) Business Days Default notice period in Section 9.3, CenturyTel may discontinue service to Socket and terminate this Agreement, and shall have no liability to Socket or Socket's end-users in the event of such disconnection. If Socket fails to provide notification under Section 9.5 or any of Socket's end-users fail to select a new provider of services within the applicable time period, CenturyTel, in its discretion, may provide local