

SERVICES AGREEMENT

by and between

BIG RIVER TELEPHONE COMPANY, LLC

and

TELECOMMUNICATIONS MANAGEMENT, L.L.C.

Dated DECEMBER 30 2004

FILED²

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Missouri Public
Service Commission

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), is made and entered into between Big River Telephone Company, LLC, a Delaware limited liability company ("Big River"), and Telecommunications Management, LLC, a Missouri limited liability company, dba New Wave Communications ("New Wave"), on this 30th day of DECEMBER, 2004 (the "Effective Date").

RECITALS

A. Big River desires to utilize New Wave's hybrid fiber coax network as a medium for providing local and long distance voice telephone and related services ("Products") to New Wave's Customers

B. New Wave has broadband network assets and the experience necessary to successfully provide a reliable network for Big River to provide the Products to New Wave's customers over its network, including the "last mile" connection from the Customers' premises to New Wave's headend.

C. Big River desires to retain New Wave in accordance with the terms of this Agreement to assist Big River in offering Products to residential and business Customers using New Wave's Network.

NOW, THEREFORE, in consideration of the premises and mutual promises, terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

Article 1

Definitions; Rules of Construction

1.01 Definitions

Capitalized terms shall have the respective meanings set forth in Exhibit A when used in this Agreement (and grammatical variations of such terms shall have correlative meanings), unless otherwise expressly specified herein to the contrary.

1.02 Rules of Construction

The following provisions shall be applied wherever appropriate herein:

(a) "herein," "hereby," "hereunder," "hereof," "hereto" and other equivalent words shall refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used;

(b) "including" means "including without limitation" and is a term of illustration and not of limitation;

(c) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural;

(d) unless otherwise expressly provided, any term defined in this Article 1 by reference to any other document shall be deemed to be amended herein to the extent that such term is subsequently amended in such document;

(e) wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders;

(f) neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any party as the principal draftsman hereof or thereof;

(g) the section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section, or in any way affect this Agreement;

(h) any references herein to a particular Section, Article, Exhibit or Schedule means a Section or Article of, or an Exhibit or Schedule to, this Agreement unless another agreement is specified;

(i) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement; and

(j) any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

Article 2

Services

During the Term, Big River and New Wave shall provide the following services in the Territory.

2.01 New Wave Services.

New Wave shall provide the following services ("New Wave Services") in connection with Big River's provision of Big River Products.

(a) New Wave shall design and build, as mutually agreed, the New Wave Network so that it is compatible with the Big River Network and capable of delivering the Products to the Customers. Those New Wave Services associated with the New Wave Network include but are not limited to those services outlined in Exhibit C-1.

(b) New Wave will perform network management services associated with its broadband network so as to assure a minimum quality of service level. Those New Wave

network management services include but are not limited to those services outlined in Exhibit C-2.

(c) New Wave will provide sales and marketing services to acquire Customers for Big River's Products. These New Wave Services include but are not limited to those services outlined in Exhibit C-4.

(d) New Wave will provide an initial level of customer service support for Customers. These New Wave Services associated with New Wave's ongoing customer service support include but are not limited to those services outlined in Exhibit C-5.

(e) New Wave will provide billing and collection services to Customers in conjunction with Products sold. These New Wave Services include but are not limited to those services outlined in Exhibit C-6.

2.02 New Wave Warranty.

All services provided by New Wave hereunder shall be provided in a workmanlike manner consistent with the standards of the industry and in accordance with specific standards outlined in Exhibit D. New Wave shall cause its employees to conform to all reasonable requirements established from time to time by Big River and its employees responsible for providing New Wave services shall have the requisite qualifications and experience necessary to provide the services in a manner consistent with the provisions of this Agreement. New Wave shall refrain from any activity that potentially could harm the reputation of Big River or the Products. Specifically, New Wave will conform with those rules and policies that Big River provides that are required by state and federal laws and regulations as they pertain to the Products sold.

2.03 Big River Services.

Big River shall provide the following services ("Big River Services") in connection with the Big River Products:

(a) Big River will maintain and provide the local and long distance telephone service switches with complete interoperability to the public switched telephone network ("PSTN") and all ancillary systems and data bases. Big River will be responsible for all costs related to these networks and systems.

(b) Big River will coordinate the provisioning and maintenance of any updates to the PSTN switches, networks and data bases for specific customers as well as for groups of customers by city, NPA/NXX, rate center, or other groupings, that allow for the proper transiting of voice traffic and activation of line features selected by each customer.

(c) Big River will establish manual or (preferably) electronic interfaces to New Wave for the exchange of provisioning and billing data and will coordinate a schedule for the exchange of such information. New Wave will cooperate in the establishment of these communications interfaces.

(d) Big River will monitor and manage all network interfaces and respond to any trouble situations encountered. Included in this monitoring oversight will be the analog telephone adaptor located at the customer's premise. If it is determined by Big River's remote monitoring that the analog telephone adaptor, or any other part of New Wave's Network is experiencing technical problems, Big River will notify New Wave and New Wave will dispatch one of its technicians to replace or repair the analog telephone adaptor or other defective element of New Wave's Network.

(e) Big River will monitor network performance and will ensure that the underlying data network operates at a level of performance to sustain toll quality voice services. Big River will also monitor voice traffic to ensure that no abnormally high level of blocking of voice traffic is encountered.

(f) Big River will maintain all requisite regulatory licenses to provide Products to the public.

(g) Big River will coordinate, install, provide, and maintain, the necessary connectivity to carry telephone traffic from NewWave's head end to Big River's switch. Such connectivity will be sufficient to provide adequate capacity for the completion of customer calls.

2.04 Big River Warranty.

All services provided by Big River hereunder shall be provided in a workmanlike manner consistent with the standards of the industry. Big River shall cause its employees to conform to all reasonable requirements established from time to time by New Wave and its employees responsible for providing the Big River services shall have the requisite qualifications and experience necessary to provide the services in a manner consistent with the provisions of this Agreement. Big River shall refrain from any activity that potentially could harm the reputation of New Wave or the Products. Specifically, Big River will conform with those rules and policies that New Wave provides that are required by state and federal laws and regulations as they pertain to the Products sold.

Article 3

Fees

3.01 Fees.

As consideration for the services provided by New Wave hereunder, New Wave shall receive the fees provided for in Exhibit C attached hereto and incorporated herein by reference ("Fees").

(a) "REDACTED"

(b) "REDACTED"

(c) "REDACTED"

3.02 Expenses.

The Fees received by New Wave shall be deemed to cover all expenses that New Wave may incur in the course of performing its duties under this Agreement and New Wave shall not be entitled to any additional reimbursement.

3.03 Big River Expenses.

Big River shall be responsible for all costs associated with its performance of this Agreement and shall not be entitled to receive any fees or other amounts from New Wave except for the fees that New Wave collects from Customers and forwards to Big River in accordance with Exhibit C.

Article 4

Appointment

4.01 Appointment and Acceptance as Limited Agent.

Big River hereby appoints New Wave as its agent for the limited purpose of contracting to sell the Products within the Territory during the Term upon the terms and conditions described in this Agreement and performing billing and collection functions for amounts owed by Customers for the Products, and New Wave hereby accepts such appointment, subject to the terms and conditions of this Agreement. New Wave shall not take any actions with respect to this Agreement or the Products except as expressly provided for in this Agreement.

4.02 Limited Agency.

Except for Customer Orders which comply with the requirements in Article 2, New Wave shall not enter into any contracts or commitments in the name of or on behalf of Big River or bind Big River in any respect. New Wave is Big River's representative only for the purpose of soliciting and accepting Customer Orders and collecting amounts owed by Customers for Products, upon the terms and conditions described herein.

4.03 Big River Performance.

Big River covenants to New Wave that it shall duly fulfill each Customer Order (defined in Exhibit C) accepted by New Wave on behalf of Big River and shall perform without breach each "User Agreement" (as defined in Exhibit C) executed by New Wave on behalf of Big River. Big River agrees to indemnify, defend, and hold harmless New River, its subsidiaries and affiliates, and their respective directors, officers, partners, members, employees and agents from and against all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of any claim by a third party asserting that Big River failed to

properly fulfill such an accepted Customer Order or failed to perform without breach such an executed User Agreement.

Article 5

Representations of New Wave

New Wave hereby makes the following representations and warranties to Big River, each of which shall be true as of the Effective Date and, thereafter with respect to Sections 5.01 and 5.02 throughout the Term.

5.01 Authorization to Conduct Business.

New Wave is duly authorized to transact business in the manner contemplated by this Agreement. Without limiting the generality of the foregoing, New Wave has all necessary licenses and authorizations; and has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed by New Wave under this Agreement.

5.02 Authority.

New Wave has full power and authority to enter into and perform (a) this Agreement; and (b) all documents and instruments to be executed by New Wave pursuant to this Agreement. This Agreement has been duly executed and delivered by New Wave and is enforceable in accordance with its terms.

5.03 Non-Contravention.

The execution and delivery by New Wave of this Agreement does not, and the performance by New Wave of New Wave's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to New Wave; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which New Wave is a party or by which New Wave is or may be bound.

5.04 Consents; Licenses.

No consent from or notice to any Person is required or desirable for the execution and delivery by New Wave of this Agreement and the consummation by New Wave of the transactions contemplated by this Agreement.

5.05 Litigation.

There is no threatened or pending litigation (or similar proceeding) that would materially impact or affect this Agreement or New Wave's execution or performance hereof.

Article 6

Representations of Big River

Big River hereby makes the following representations and warranties to New Wave, each of which shall be true as of the Effective Date and, thereafter with respect to Sections 6.01 and 6.02 throughout the Term.

6.01 Authorization to Conduct Business.

Big River is duly authorized to transact business in the manner contemplated by this Agreement with the exception of Tennessee. Without limiting the generality of the foregoing, Big River has all necessary licenses and authorizations; and has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed by Big River under this Agreement. Big River has applied for the required licenses and authorizations for the state of Tennessee.

6.02 Authority.

Big River has full power and authority to enter into and perform (a) this Agreement; and (b) all documents and instruments to be executed by Big River pursuant to this Agreement. This Agreement has been duly executed and delivered by Big River and is enforceable in accordance with its terms.

6.03 Non-Contravention.

The execution and delivery by Big River of this Agreement do not, and the performance by Big River of Big River's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to Big River; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which Big River is a party or by which Big River is or may be bound.

6.04 Consents; Licenses.

No consent from or notice to any Person is required or desirable for the execution and delivery by Big River of this Agreement and the consummation by Big River of the transactions contemplated by this Agreement.

6.05 Litigation.

There is no threatened or pending litigation (or similar proceeding) that would materially impact or affect this Agreement or Big River's execution or performance hereof.

Article 7

Insurance

Each party shall maintain, throughout the Term, the insurance policies described in this Article 7.

7.01 Types of Insurance.

During the Term, each party shall maintain at their sole expense, the following insurance:

- (a) Umbrella or Excess Liability: \$2,000,000;
- (b) Commercial General Liability insurance coverage including products and completed operations, contractual liability, bodily injury and property damage (including coverage for explosions, collapse and underground). This coverage shall include a waiver of subrogation, and shall be primarily for the benefit of the other party, on an occurrence basis with limits of \$1,000,000 per occurrence and in the aggregate;
- (c) Comprehensive automobile liability, including owned, non-owned and hired automobile coverage, with a combined single limit of \$1,000,000 per occurrence. This coverage shall include a waiver of subrogation and shall be primarily for the benefit of the other party and on an occurrence basis;
- (d) Workers compensation insurance in the amount of the applicable statutory limits, including coverage "D" employer's liability in the amount of \$500,000, and waiver of subrogation to the extent allowed by law.

7.02 Certificates of Insurance.

Each party shall deliver to the other party, within thirty (30) days of the execution of this Agreement, Certificates of Insurance in form and substance satisfactory to the other party evidencing the required coverages with limits not less than those specified in this Article 7. Further, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to the other party in the event of alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

7.03 General Requirements.

All insurance coverage procured by each party shall be provided by insurance companies having policyholder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's insurance Guide, latest edition in effect as of the date of this Agreement.

Article 8

Non-Disclosure Covenant; Inventions

8.01 Acknowledgments by New Wave.

New Wave acknowledges that (a) during the Term and as a part of its engagement hereunder, New Wave will be afforded access to "Big River Confidential Information"; (b) public disclosure of such Big River Confidential Information could have an adverse effect on Big River and its business; and (c) the provisions of this Article 8 are reasonable and necessary to prevent the improper use or disclosure of Big River Confidential Information and to provide Big River with exclusive ownership of all Inventions.

8.02 Agreements of New Wave.

In consideration of the Fees to be paid or provided to New Wave by Big River under this Agreement, New Wave covenants as follows:

(a) Confidentiality.

(i) Except with specific prior written consent of Big River or except as otherwise expressly permitted by the terms of this Agreement, during and following the Term, New Wave will hold in confidence the Big River Confidential Information and will not disclose it to any Person other than (A) Customers if such disclosure is reasonably necessary for New Wave to market and provide the services or Products, or (B) contractors engaged by New Wave to assist in the performance of this Agreement.

(ii) Any trade secrets of Big River will be entitled to all of the protections and benefits under The Missouri Uniform Trade Secrets Act (Sections 417.450 to 417.467 of the Missouri Revised Statutes, as amended) and any other applicable law.

(iii) New Wave will make reasonable efforts to maintain the secrecy of the Big River Confidential Information, including any Big River Confidential Information contained in any document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Big River Proprietary Items"). New Wave recognizes and agrees that, as between Big River and New Wave, all of the Big River Proprietary Items are the exclusive property of Big River. Upon termination of this Agreement by either Party, New Wave will return to Big River all of the Big River Proprietary Items in New Wave's possession or subject to New Wave's control, and New Wave shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Items.

(iv) None of the foregoing obligations and restrictions applies to any part of the Big River Confidential Information that New Wave demonstrates was

or became generally available to the public other than as a result of a disclosure by New Wave.

(b) Big River Inventions. Each Big River Invention will belong exclusively to Big River. New Wave acknowledges and agrees that all Big River Inventions are the property of Big River, including any copyrights, patents, or other intellectual property rights pertaining thereto, and New Wave shall have no claim to such Inventions.

8.03 Acknowledgements by Big River.

Big River acknowledges that (a) during the Term and as a part of its engagement hereunder, Big River will be afforded access to 'New Wave Confidential Information'; (b) public disclosure of such New Wave Confidential Information could have an adverse effect on New Wave and its business; and (c) the provisions of this Article 8 are reasonable and necessary to prevent the improper use or disclosure of New Wave Confidential Information.

8.04 Agreements of Big River.

In consideration of the Service to be provided to Big River by New Wave under this Agreement, Big River covenants as follows:

(a) Confidentiality.

(i) Except with specific prior written consent of New Wave or except as otherwise expressly permitted by the terms of this Agreement, during and following the Term, Big River will hold in confidence the New Wave Confidential Information and will not disclose it to any Person other than (A) Customers if such disclosure is reasonably necessary for Big River to market and provide the services or Products, or (B) contractors engaged by Big River to assist in the performance of this Agreement..

(ii) Any trade secrets of New Wave will be entitled to all of the protections and benefits under The Missouri Uniform Trade Secrets Act (Sections 417.450 to 417.467 of the Missouri Revised Statutes, as amended) and any other applicable law.

(iii) Big River will make reasonable efforts to maintain the secrecy of the New Wave Confidential Information, including any New Wave Confidential Information contained in any document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "New Wave Proprietary Items"). Big River recognizes and agrees that, as between Big River and New Wave, all of the New Wave Proprietary Items, whether or not developed by New Wave, are the exclusive property of New Wave. Upon termination of this Agreement by either Party, Big River will return to New Wave all of the New Wave Proprietary Items in Big River's possession or subject to Big River's control, and Big River shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the New Wave Proprietary Items.

(iv) None of the foregoing obligations and restrictions applies to any part of the New Wave Confidential Information that Big River demonstrates was or became generally available to the public other than as a result of a disclosure by Big River.

(b) New Wave Inventions. Each New Wave Invention used in connection with the New Wave Network will belong exclusively to New Wave. Big River acknowledges and agrees that all New Wave Inventions are the property of New Wave, including any copyrights, patents, or other intellectual property rights pertaining thereto, and Big River shall have no claim to such Inventions.

8.05 Joint Inventions.

Any idea, invention, technique, modification, process, or improvement (whether patentable or not), any industrial design (whether registerable or not), any mask work, however fixed or encoded, that is suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not), and any work of authorship (whether or not copyright protection may be obtained for it) created, conceived, or developed jointly by Big River and New Wave ("Joint Invention") shall be owned jointly and equally by Big River and New Wave. Each party shall have the unrestricted right to use and exploit any Joint Invention in any way without duty to account to the other party for any revenue, royalties or profits associated with such use or exploitation.

8.06 Disputes or Controversies.

Both parties recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Big River Confidential Information and New Wave Confidential Information may be jeopardized. Both parties agree that neither party will oppose any effort by the other party to seek judicial confidentiality protection for its respective Confidential Information from a court or other adjudicative body.

Article 9

Certain Intellectual Property Rights

9.01 Trademarks.

(a) Big River hereby grants to New Wave a nonexclusive, non-transferable, and royalty-free right and license to use marks designated in writing from time to time by Big River as "Big River's Trademarks," including any trade dress described thereon, as the same may be modified by Big River from time to time to include additional trademarks, logo types and trade names ("Trademarks") solely in connection with the sale of the Products in accordance with this Agreement and only during the Term. Any use by New Wave of the Trademarks shall be subject to the prior written approval of Big River in each instance, provided that Big River shall notify New Wave of its approval or disapproval of any such proposed use of the Trademarks within fifteen (15) business days

after the date that New Wave requests Big River's approval of such proposed use; and provided further that Big River's approval of any such proposed use shall be deemed given if Big River fails to object in writing to such use by the end of such fifteen day period. From time to time reasonable quantities of samples of the use of Trademarks by New Wave shall be submitted to Big River at Big River's request without charge to Big River for its examination and approval as to the maintenance of the approved standards of quality and style. Big River shall have the right during the Term and upon reasonable notice to New Wave to inspect and monitor the activities of New Wave in order to ensure New Wave's use of the Trademarks is in accordance with Big River's standards and instructions. In the event that Big River modifies or adds to Big River's Trademarks, New Wave shall have sixty (60) days to comply with such changes to any materials prepared by or on behalf of New Wave.

(b) New Wave shall not acquire any right, title or interest, other than the foregoing limited licenses, in Big River's Trademarks and all such rights shall be in the name of Big River. New Wave agrees not to use Big River's Trademarks as part of New Wave's corporate or trade name or permit any third party to do so without the prior written consent of Big River. New Wave further agrees that it will not in any manner represent that it has ownership of Big River's Trademarks and it will not register or attempt to register any of Big River's Trademarks, or other trademarks confusingly similar thereto, under the laws of any jurisdiction, and will not at any time do, or cause to be done, any act or thing contesting, or in any way impairing or tending to impair, any part of Big River's right, title, and interest in Big River's Trademarks.

(c) New Wave shall promptly notify Big River of any use by any third party of Big River's Trademarks or any use by such third parties of similar marks which may constitute an infringement or passing off of such Trademarks. Big River reserves the right in its sole discretion to institute any proceedings against such third party infringers and New Wave shall have no right to institute any such proceeding. New Wave agrees to cooperate fully with Big River in any action taken by Big River against such third parties, provided that all expenses of such action shall be borne by Big River and all damages which may be awarded or agreed upon in settlement of such action shall accrue to Big River.

(d) New Wave agrees to use the Trademarks so as to assure their continued validity and enforceability and in strict compliance with all applicable laws and regulations. In addition, New Wave agrees not to (i) remove or alter any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any containers or packages related to the services, (ii) affix to any goods related to the services any trade name or trademark owned or used by New Wave, or (iii) use Big River's Trademarks on any other products or articles, advertisement, business card, sales brochure, or other document available to the Customers, or the public without Big River's prior written approval.

9.02 Certain Data.

New Wave hereby grants to Big River a nonexclusive, transferable, perpetual, unlimited, and royalty-free right and license to use any data contained within any Notice of Sale or the Records.

9.03 Infringement Indemnification.

Both during and after the Term, and notwithstanding anything else to the contrary herein, Big River agrees to indemnify, defend, and hold harmless New Wave, its subsidiaries and affiliates, and their respective directors, officers, partners, members, employees, agents and customers (collectively, "New Wave Indemnified Parties") from and against all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of any claim by a third party asserting that the Big River Services, Big River Network, Big River Trademarks, Products or services provided by Big River, including without limitation, VOIP services and products offered by Big River, or any third party materials provided to New Wave by Big River infringes such third party's patent, copyright, trademark, trade secret, mask work, confidentiality or other right, provided that New Wave notifies Big River in writing within a reasonable time after New Wave first receives written notice of the claim. If use by any New Wave Indemnified Party of the Big River Services, Big River Network, or any Product or service provided by Big River, including without limitation, VOIP services and products offered by Big River, is ever restricted or prohibited as a result of any such infringement, misappropriation or violation of another's rights, then within thirty (30) days after such restriction or prohibition Big River shall, at its sole expense, either (a) obtain for all New Wave Indemnified Parties the right to continue use of the Big River Services, Big River Network, or any Product or service provided by Big River, including without limitation, VOIP services and products offered by Big River, as provided for in this Agreement; (b) replace such Big River Service, Big River Network, or Product or service provided by Big River with a substitute product or service that complies with this Agreement and the use of which is not restricted or prohibited, or (c) refund all fees paid by New Wave under this Agreement.

Article 10

Non-Competition And Non-Interference

10.01 Acknowledgments by New Wave.

New Wave acknowledges that: (a) the services to be performed by it under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) Big River intends to market the Products throughout the Territory; (c) with respect to the Products, Big River will compete with other businesses that are or could be located in any part of the Territory; and (d) the provisions of this Article 10 are reasonable and necessary to protect Big River's business.

10.02 Covenants of New Wave.

In consideration of the acknowledgments by New Wave, and in consideration of the Fees to be paid or provided to New Wave by Big River, New Wave covenants that it will not, directly or indirectly on its own or through an affiliated Person:

(a) during the Term, except in the course of its engagement hereunder, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend New Wave's name or any similar name to, lend New Wave's credit to or render services or advice to, any business whose products or activities include the offering of local or long distance voice telephone services or other services competitive with the Products to residential and business customers within the Territory; provided, however, that New Wave may purchase or otherwise acquire up to (but not more than) five percent of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934.

(b) whether for New Wave's own account or for the account of any other Person, at any time during the Term, solicit business that is competitive with the Products, from any Person known by New Wave to be receiving Products from Big River;

(c) whether for New Wave's own account or the account of any other Person
(i) at any time during the Term and the Post-Term Period, solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any Person who is or was an employee of Big River at any time during the Term or in any manner induce or attempt to induce any employee of Big River to terminate his or her employment with Big River; or (ii) at any time during the Term and the Post-Term Period interfere with Big River's relationship with any Person, including any Person who at any time during the Term was an employee, contractor, supplier, or Customer of Big River;

(d) at any time during or after the Term, disparage Big River or any of its members, managers, directors, officers, employees, or agents.

10.03 Covenants of Big River.

In consideration of the acknowledgments by Big River, and in consideration of the services provided to Big River by New Wave, Big River covenants that it will not, directly or indirectly on its own or through an affiliated Person:

(a) whether for Big River's own account or the account of any other Person
(i) at any time during the Term and the Post-Term Period, solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any Person who is or was an employee of New Wave at any time during the Term or in any manner induce or attempt to induce any employee of New Wave to terminate his or her employment with New Wave; or (ii) at any time during the Term and the Post-Term Period interfere with

New Wave's relationship with any Person, including any Person who at any time during the Term was an employee, contractor, supplier, or Customer of New Wave;

(b) at any time during or after the Term, disparage New Wave or any of its members, managers, directors, officers, employees, or agents.

For purposes of Sections 10.02 and 10.03, the term "Post-Term Period" means the one (1) year period beginning on the last day of the Term.

If any covenant in Sections 10.02 or 10.03 is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against both parties. The period of time applicable to any covenant in Sections 10.02 and 10.03 will be extended by the duration of any violation by either party of such covenant. If reasonably necessary to protect its rights hereunder, either party may notify other Persons of the terms of Article 9 and Article 10 of this Agreement and furnish such Persons copies of this Agreement (in its entirety).

10.04 Injunctive Relief and Additional Remedy.

Both parties acknowledge that any injury suffered by the other party as a result of a breach of the provisions of this Agreement (including any provision of Articles 8, 9 or 10) may be irreparable and that an award of monetary damages to the aggrieved party for such a breach may be an inadequate remedy. Consequently, the aggrieved party will have the right, in addition to any other rights it may have, to seek injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and the aggrieved party will not be obligated to post bond or other security in seeking such relief. Without limiting the aggrieved party's rights under this Article 10 or any other remedies of the aggrieved party, if either party breaches any of the provisions of Articles 8, 9 or 10, the aggrieved party will have the right to terminate this Agreement, as provided for in Section 11.03.

10.05 Covenants of Article 9 are Essential and Independent Covenants.

The covenants by both parties in Article 9 is an essential element of this Agreement, and without each party's agreement to comply with such covenants, the other party would not have entered into this Agreement or engaged the other party hereunder. Big River and New Wave have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants. Each party's covenants in Article 9 are independent covenants and the existence of any claim by either party against the other party under this Agreement or otherwise, will not excuse any breach of any covenant in Article 9. Upon the expiration of the Term, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of New Wave in Articles 8, 9 and 10.

Article 11

Duration and Termination

11.01 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue for a term of four (4) years thereafter, and shall be automatically renewed from year to year thereafter unless either Big River or New Wave shall elect to terminate at the end of the initial or any renewal term by providing a termination notice to the other party not less than six (6) months prior to the expiration of the initial or any renewal term. The period from the Effective Date through expiration or termination as provided herein, including any renewal periods, shall be referred to as the "Term".

11.02 Immediate Termination.

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 occur:

- (a) the other Party files a voluntary petition in bankruptcy;
- (b) the other Party is adjudged bankrupt;
- (c) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act;
- (d) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party;
- (e) the other Party becomes insolvent or suspends its business; or
- (f) the other Party makes an assignment of its assets for the benefit of its creditors.

11.03 Termination upon Notice and Cure.

Either Party may terminate this Agreement for a material breach or default of the Agreement by the other Party, provided that such termination may be made only following the expiration of a thirty (30) day period during which the other Party has failed to cure such breach after having been given written notice of such breach.

11.04 Termination due to New Law or Regulation.

If during the Term, any state or federal law or regulation prohibits or restricts the offering of the Big River Services or Products by New Wave, or imposes additional regulatory requirements or burdens upon New Wave in order to offer Big River Services or Products, (e.g., additional licensing or franchise requirements, additional material reporting requirements,

additional application or registration requirements), New Wave may terminate this Agreement without liability by providing written notice of such termination to Big River.

11.05 Termination due to Changes in Big River Network or Big River Policies

If at any time after the New Wave Network is initially made to be compatible with the Big River Network, (a) any change in the New Wave Network results in the New Wave Network no longer being compatible with the Big River Network or otherwise being incapable of delivering the Products to the Customers, or (b) Big River materially changes any policy, requirement or procedure pursuant to this Agreement, then New Wave may terminate this Agreement without liability by providing written notice of such termination to Big River.

Article 12

Responsibilities Upon Termination

12.01 No Entitlement.

Both Parties hereby acknowledge that they have fully considered and taken into account the possibility of expiration or termination of this Agreement pursuant to Article 11 and that, except as provided in Article 3, upon such termination or expiration Big River will not have any right or entitlement to any compensation, payment or demand of any kind arising out of or in connection with the expiration or termination, or with respect to loss of anticipated income or profit or for capital investments in Big River's business or in the promotion of the Services in the Territory, except for compensation for customers of Big River that preceded this Agreement should both parties agree to transfer said customers (see Exhibit E) to New Wave. New Wave acknowledges that it will not have any right or entitlement to any assets, rights or privileges of Big River upon expiration or termination of this Agreement.

12.02 Goodwill.

Both parties hereby agree and acknowledge that all recognition and goodwill associated with each parties' Trademarks, services, Products, and their use in the Territory, shall be owned at all times by the respective party alone and, in case of expiration or termination of this Agreement, the other party shall not be entitled to any compensation or payment for said recognition and goodwill and shall not be deemed to have created or retained any proprietary right relative to the other party's recognition and goodwill.

12.03 Transition.

Big River shall provide whatever assistance is reasonably requested by New Wave in order to transition the services from Big River to New Wave or another third-party supplier. All Records and other items, including all Customer records relating to the business, shall be delivered promptly to New Wave on request.

Article 13

Independent Contractors

13.01 Disclaimer of Intent to Become Partners.

Big River and New Wave shall not by virtue of this Agreement be deemed partners or joint venturers. It is expressly understood that each of the Parties is acting as an independent contractor.

13.02 Equipment, Tools, Materials, and Supplies.

Unless otherwise agreed by the Parties in writing, each Party shall supply, at such Party's sole expense, all of such Party's equipment, tools, materials and/or supplies to accomplish the jobs to be performed in connection with this Agreement.

13.03 Federal, State and Local Payroll Taxes.

Each Party shall be responsible for paying or withholding any federal, state, or local income tax or payroll taxes, including Social Security tax of any kind, with respect to such Party's employees.

Article 14

Miscellaneous

14.01 Notices.

All notices and other communications required to be given hereunder, or which may be given pursuant or relative to the provisions hereof, shall be in writing and shall be deemed to have been given when delivered by hand or by an overnight courier service, or mailed, postage prepaid, by first class United States mail, certified return receipt requested, or transmitted by facsimile (with transmission acknowledgment received, provided written notice delivered by any of the other means of delivery specified in this Section 14.01 follows such facsimile), as follows:

If to Big River: Big River Telephone Company, LLC
24 S. Minnesota Avenue
Cape Girardeau, MO 63703
Attn: Gerard J. Howe

with a copy to: Big River Telephone Company, LLC
24 S. Minnesota Avenue
Cape Girardeau, MO 63703
Attn: John Jennings, Controller

If to New Wave: New Wave Communications, L.L.C.
1100 N. Main
Sikeston, MO 63801
Attn. J. Keith Davidson

with a copy to: W. Clayton Vandivort
316 S. Kinshighway
Sikeston, MO 63801

14.02 Governing Law.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri. Each of the Parties submits to the jurisdiction of any state or federal court sitting in St. Louis, Missouri, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

14.03 Amendments.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

14.04 Force Majeure.

Neither Party shall be liable for any loss or damage due to delays or failure to perform resulting from any cause beyond its reasonable control, such as, but not limited to, compliance with government laws or regulations, acts of God, acts of civil or military authority, judicial action.

14.05 No Waiver of Rights.

A failure by one of the parties to this Agreement to assert its rights for or upon any breach of this Agreement shall not be deemed a waiver of such rights, nor shall any such waiver be implied from the acceptance of any payment.

14.06 Agreement.

This Agreement, along with the exhibits attached hereto, constitutes the entire Agreement between Big River and New Wave and supersedes any prior or contemporaneous agreements between Big River and New Wave whether written or oral.

14.07 Counterparts; Facsimile.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature, which shall be binding and enforceable.

14.08 Assignability.

This Agreement may be assigned or transferred by either party, without the consent of the other party on the condition that the party assigning the contract gives the other party written notice of such assignment ninety (90) days prior to the date of the assignment.

14.09 Severability of Provisions.

The invalidity under applicable law, regulations, or other governmental restrictions or prohibitions of any provisions of this Agreement shall not affect the validity of any other provisions of this Agreement, and in the event that any provision hereof be determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

14.10 No Third Party Benefit.

Nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto, any remedy or claim by reason of this Agreement or any term, covenant or condition hereof, all of which shall be for the sole and exclusive benefit of the Parties hereto.

14.11 Publicity.

Neither party shall issue press releases or engage in other types of publicity of any nature dealing with the commercial and legal details under this Agreement without prior written approval from the other party. Approval of such disclosure shall be deemed to be given to the extent such disclosure is required to comply with governmental rules, regulations, or other governmental requirements. In such event, the disclosing party shall use commercially reasonable efforts to furnish a copy of such disclosure to the other party in advance of its release or publication.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

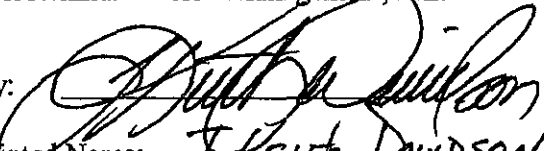
New Wave:

Telecommunications Management, L.L.C.

By:

Printed Name:

Title:


J. KEITH DAVIDSON
EVP-CFO

BIG RIVER:

Big River Telephone Company, LLC

By:

Printed Name: GERARD J HOWE

Title:

CEO

EXHIBIT A

Definitions

"Agreement" shall mean this agreement between Big River and New Wave.

"Big River" shall mean the party identified in the preamble to this Agreement above as Big River.

"Big River Confidential Information" means Confidential Information relating to the Big River Network, its customers, or its operations.

"Big River Invention" means any idea, invention, technique, modification, process, or improvement (whether patentable or not), any industrial design (whether registerable or not), any mask work, however fixed or encoded, that is suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not), and any work of authorship (whether or not copyright protection may be obtained for it) created, conceived, or developed by Big River, either solely or in conjunction with other third parties, during the Term, or a period that includes a portion of the Term.

"Big River Network" shall mean the software, equipment and other elements from the router located in New Wave's head end, through and including all other software and other elements used by Big River to provide the Products hereunder, all as provided for in Exhibit B attached hereto and incorporated herein by reference.

"Confidential Information" means any and all:

(i) trade secrets concerning the business and affairs of either Big River or New Wave, including product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, Customer lists, current and anticipated Customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and architectures (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information, and any other information, however documented, that is a trade secret within the meaning of The Missouri Uniform Trade Secrets Act (Sections 417.450 to 417.467 of the Missouri Revised Statutes, as amended); and

(ii) information concerning the business and affairs of either Big River or New Wave (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials) however documented; and

(iii) notes, analysis, compilations, studies, summaries, and other material containing or based, in whole or in part, on any information included in the foregoing.

"Customers" shall mean users of the Products.

"Customer Orders" shall have the meaning set forth in Section C-4 of the Agreement.

"Customer Invoice" shall have the meaning set forth in Section C-4 of the Agreement.

"Damages" shall mean any and all liability, losses, damage, expenses (including attorneys' fees), costs, claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, and deficiencies and charges.

"EMTA" shall mean the Enhanced Multi Terminal Adaptor which is the device at the customer premise which terminates all services onto the hybrid fiber coaxial network.

"Effective Date" shall mean the date specified in the preamble to this Agreement.

"Fees" shall have the meaning set forth in Article 3 of the Agreement.

"New Wave" shall mean the party identified in the preamble to this Agreement as New Wave.

"New Wave Network" shall mean the hybrid fiber coaxial network starting at the New Wave Headend and extending to the customers premise, including the cable modem or EMTA, as shown on Exhibit B.

"New Wave Confidential Information" means Confidential Information relating to New Wave's Network and Operations.

"Notice of Sale" shall have the meaning ascribed to such term in Section C-3.c of the Agreement.

"Party" means each of Big River and New Wave.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Post Term Period" shall have the meaning provided for in Section 10.03.

"Product" shall have the meaning set forth in the Recitals.

"Proprietary Items" shall have the meaning set forth in Section 8.02(a)(iii) of the Agreement.

"Records" shall mean the documents and the information contained therein included in a Notice of Sale provided by New Wave to Big River.

"Term" shall have the meaning set forth in Article 11 of the Agreement.

"Territory" shall mean the Missouri communities of Dexter, Bloomfield, Malden, Campbell, Essex and Bernie; the Tennessee communities of South Fulton, Bradford, Dyer, Rutherford, Kenton, Brownsville, Ripley, Halls, Gates, Henning, and Bolivar and the Kentucky community of Fulton; and any additional communities which Big River and New Wave may hereafter elect to include.

"Trademarks" shall have the meaning ascribed to such term in Section 9.01(a) of the Agreement.

EXHIBIT B

Network Responsibility

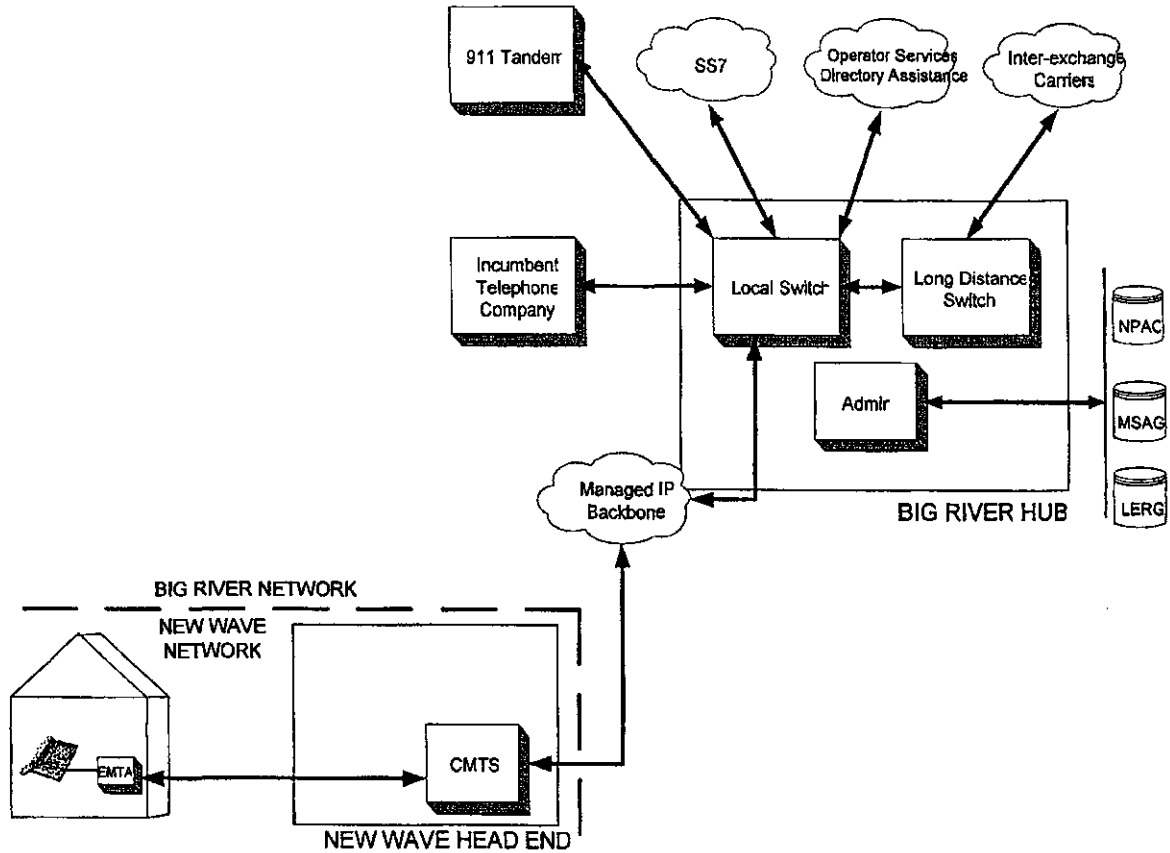


EXHIBIT C - Service Schedules

C-1 New Wave Local Access Network Services

- C-1.a New Wave shall design and modify the New Wave Network so that it is compatible with Big River's Voice Over IP Network and capable of delivering the Products to the Customers unless economically prohibitive. The New Wave Network will include, without limitation, the CMTS located in the Headend and the ATA located at the customer premise. The configuration of the New Wave Local Access Network is reflected on Exhibit B attached hereto and incorporated herein by reference. As reflected on Exhibit B, the demarcation point of the New Wave Local Access Network is the port on the CMTS router located in the New Wave Headend. The specifications for the New Wave Local Access Network shall be provided in advance and in writing by Big River and New Wave will comply with those specifications.
- C-1.b New Wave's network will be powered so as to ensure service continuity in the event of a commercial power outage.
- C-1.c New Wave shall be responsible for the maintenance, at its expense, of the New Wave Network and shall electronically monitor the New Wave Network twenty-four (24) hours a day, seven (7) days a week for maintenance problems and performance issues. New Wave will serve as the single point of contact on all service restoration activities.

EXHIBIT C - Service Schedules

C-2 New Wave Network Service

- C-2.a New Wave shall own and pay for all software, equipment and other elements which comprise the New Wave Network. New Wave shall be responsible for (i) coordinating within New Wave, its affiliates, and its suppliers the installation of all software, equipment and other elements which comprise the New Wave Network, and (ii) inspecting, staging and acceptance testing of all installed New Wave Network equipment, software and other elements prior to field deployment.
- C-2.b New Wave shall electronically monitor the New Wave Network twenty-four (24) hours a day, seven (7) days a week for maintenance and performance issues. New Wave is responsible for the testing, correcting and repair or replacement of any equipment, software or other element which is malfunctioning in the New Wave Network.

EXHIBIT C - Service Schedules

C-3 Marketing and Customer Acquisition

- C-3.a New Wave shall act as an independent agent for the purpose of soliciting and accepting orders for Products on Big River's behalf from Customers or for the direct purchase of the Products from Big River; provided, however, that no orders shall be accepted by New Wave until the appropriate conditions are met as approved by Big River in accordance with Section C-3.c hereof ("Customer Orders"). All Customer Orders accepted by New Wave on behalf of Big River shall be subject to terms and conditions determined by Big River. New Wave will be responsible for executing, on behalf of Big River, a User Agreement with each Customer ("User Agreement"), with the form of the User Agreement to be provided by Big River, as shown on Exhibit F. Big River will accept written or electronic acceptance of the User Agreement provided acceptance is documented with respect to the method of agreement and date agreed to in the Customer record. New Wave will provide its services under this Agreement in a manner consistent with the terms of the User Agreement. Prior to accepting a Customer Order, New Wave will make all Customers aware of any Big River policies regarding Customers use of Products sold.
- C-3.b New Wave may elect to place outbound calls, solicit door-to door, or other means in order to market the Products. New Wave agrees to provide the staff to make such calls and represent Big River in the customer acquisition process. New Wave will provide call lists and will be responsible for insuring that such lists are in compliance with state and federal "no-call" data bases, and comply with all other local, state and federal regulations. Big River agrees to cooperate in the development of the scripting in connection with these calls related to the Products and will provide substantial support in the development of marketing materials for commercial accounts. Compensation to New Wave employees for these services will be the sole responsibility of New Wave. Big River will continue to sell its Products in the markets it currently serves, where New Wave has network, New Wave's Network will be Big River's preferred access methodology.
- C-3.c Prior to accepting a Customer Order, New Wave shall confirm that the Products are available in the potential Customer's service area and perform the appropriate credit checks as New Wave sees fit. Upon acceptance of a Customer Order, New Wave shall notify Big River of the Customer Order details, including the Products sold and the full name, address and primary telephone number of the Customer (a "Notice of Sale").
- C-3.d New Wave shall be responsible for scheduling with the Customer the installation of the necessary equipment at the Customer's premises as well as installing the Analog Telephone Adaptor ("ATA") and collecting any deposits on the ATA required by New Wave. New Wave will initiate a Customer record in the New

Wave tracking system to establish a history for the account. Equipment installed at the Customer's premises shall be purchased and owned by New Wave.

EXHIBIT C - Service Schedules

C-4 Billing and Collection Services

- C-4.a New Wave shall prepare and deliver, on Big River's behalf, all invoices to Customers ("Customer Invoices"), with the form(s) of the Customer Invoices to be subject to the approval of Big River. Big River will assist in the development of the part of the invoice related to the Products and all transactions related thereto.
- C-4.b Big River will provide New Wave with call activity detail (pre-rated) that will be required in the invoice. Big River will provide this detail on a timely basis to allow for inclusion on the appropriate monthly bill.
- C-4.c All payments made pursuant to the Customer Invoices shall be made directly to New Wave at an address designated by New Wave. Any payments received directly by Big River shall be promptly transferred to New Wave for posting to the account maintained in New Wave's billing system.
- C-4.d At the end of each month, and prior to the fifth business day of the following month, New Wave will provide Big River with a mutually acceptable electronic record of all customer invoice amounts and all transactions on such Customer accounts.
- C-4.e By the fifteenth calendar day of the month following invoice issuance, New Wave will pay Big River the total amount invoiced to Big River Customers for Products sold in the prior month, less any applicable fees earned by New Wave as specified in Section C-6.
- C-4.f Should New Wave fail to pay Big River the net amount due within 30 days of the due date, Big River, upon 30 days written notice containing a right to cure, may elect to resume billing and collection functions on its own behalf. In such case, New Wave will cease issuing bills and remit any future payments collected from Customers, to Big River. If Big River assumes the role of billing and collection, it will pay New Wave its fees by the fifteenth of the month following that for which the fees were earned. If Big River assumes the role of billing and collections, New Wave's fees will be reduced by "REDACTED" per Customer per month.

C-5

EXHIBIT C - Service Schedules

C-5 Ongoing Customer Service

- C-5.a New Wave will create and staff a customer help desk which will be available to Customers seven (5) days a week, nine (9) hours a day (8:00 AM-5:00PM local time in the Territory). The service will include both live phone support as well as email support and shall have sufficient capacity to handle all Customer requests in a timely manner.
- C-5.b Big River will provide assistance in the development of training and feedback for New Wave Customer Service personnel in the handling of issues related to Products and interaction with Customers.
- C-5.c New Wave will be the initial point of contact with the Customer for questions or problems relating to the Products, including receipt of all trouble tickets, ticket documentation, testing, diagnosis, dispatching necessary parties, repair, monitoring, closure and follow-up, all in accordance with service standards to be developed by Big River. Notes detailing Customer service history will be maintained in the customer service records database.
- C-5.d New Wave will initiate pro-active announcements/regarding planned network upgrades via direct email, phone calls or other means to Customers.
- C-5.e New Wave may adjust disputed charges, or make 'goodwill' adjustments to customers' accounts for service related issues, up to an amount equal to one half of the customer's monthly service charges. Any amounts in excess of the allowed allowance will require the approval of Big River.
- C-5.f Big River will provide second level support for technical and billing related issues with Customers.
- C-5.g Big River reserves the right to cancel the customer services described in Section C-5 with New Wave upon 30 days written notice containing a right to cure and provide the customer service interface should New Wave breach this Agreement. In such case, Big River will be the initial point of contact with the Customer including receipt of all trouble tickets, ticket documentation, testing, diagnosis, dispatching necessary parties, repair, monitoring, closure and follow-up. New Wave will still be responsible for the repair of the New Wave network and respond to Big River's requests for network monitoring and repair. If Big River assumes the role of primary customer service contact as outlined in Section C-5, New Wave's monthly fee will be reduced by "**REDACTED**" per Customer per month.

C-6

EXHIBIT C - Service Schedules

C-6 Fees

"REDACTED"

C-7

"REDACTED"

C-8

EXHIBIT D – Performance Standards

INSTALLATION

90% of all installation orders shall be installed within five (5) working days after the customer ordered service or on the date requested by customer if it is at least five (5) working days after the date the customer ordered service.

All customers will be given a commitment of when service will be installed. 80% of commitments will be met, except for customer caused delays, natural disasters or special exemptions requested by Company and approved by Big River.

CUSTOMER SERVICE

Trouble reports will not exceed eight (8) reports for every one hundred (100) access lines each month. (Trouble reports will not include trouble caused by customers' inside wire or customer premise equipment).

Repair commitments. All customers will be given a commitment of when service will be restored. Ninety percent (90%) of commitments for clearing trouble shall be met, except for customer-caused delays.

Ninety percent (90%) of all out-of-service trouble reports not requiring unusual repair shall be cleared with twenty-four (24) hours.

BILLING

Bills will be rendered on a monthly basis, on or about the same day. Customers will be given at least 21 days from when a bill is rendered until it is required to be paid.

The bill will reflect all charges, debits and credits applied to the account since the last bill was rendered. All charges for service will clearly reflect the nature and source of the charge.

Bills rendered to customers shall contain a toll free number to allow customers to contact the Company with inquiries.

When a customer advises a telecommunications company that all or part of a charge is in dispute, the Company shall record the date, time and place the inquiry is made; investigate the inquiry promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties. If a customer disputes a charge, the customer shall pay an amount equal to that part of the total bill not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Company shall not discontinue service to a customer for nonpayment of charges in dispute while that dispute is pending. After resolution of the customer complaint, The Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service.

EXHIBIT E — Pre-Existing Big River Customers

"REDACTED"

EXHIBIT E — Pre-Existing Big River Customers

"REDACTED"



SERVICE CONTRACT

CUSTOMER NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

LOCAL

☐

LONG DISTANCE

☐

800 SERVICE

☐

INTERNET

☐

QUANTITY AND TYPE OF SERVICE: _____

MONTHLY RECURRING CHARGES: _____

INSTALLATION/CONVERSION CHARGES: _____

LONG DISTANCE OUTBOUND RATE PER MINUTE: _____

800 INBOUND RATE PER MINUTE: _____

Big River Telephone Company ("Provider") shall provide the above described services to the customer in accordance with the applicable tariffs and regulations for the initial monthly recurring charge as set forth above as may be modified from time to time in accordance with the terms of the applicable tariffs and regulations. In addition, subscriber shall pay to provider the non-recurring, conversion or installation fees prior to the institution of service.

The parties agree this contract shall be for a term of _____ (Months / Years). In exchange for the commitment by customer for said term, provider will waive the (Conversion / Installation) fee of _____. In the event, however, this service agreement is terminated prior to the full term as set forth above, customer shall pay to provider all charges so waived and charged back to per minute price of \$_____ on outbound services and \$_____ on inbound services at the time of disconnection of said service and all discounts received during the term of this agreement. All fees and services effective on the date of installation.

Customer Signature

Date

Big River Representative

Date

Customer # _____

Cycle _____

Sales Person _____