

**MID-RIVERS LONG DISTANCE SERVICES AGREEMENT
(RATES, TERMS AND CONDITIONS FOR
INTERSTATE AND INTERNATIONAL LONG DISTANCE SERVICES)**

Effective July 31, 2001, Mid-Rivers Long Distance (the "Company") will provide interstate and international long distance services ("Service") between points within the United States at the rates, and under the terms and conditions stated herein, as the rates, terms and conditions may be modified from time to time. As used herein, "you" or "your" refers to the individual or entity using or paying for the Service. USE OF THE COMPANY'S SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE RATES, TERMS, AND CONDITIONS.

1. AVAILABILITY OF SERVICE. Subject to the availability of facilities and subject to transmission and like conditions, Service is available for your use twenty-four (24) hours a day, seven (7) days a week. The rates for the Service are attached hereto and are incorporated herein by reference.

2. USE OF SERVICE. You may use the Service for any lawful purpose. Any unlawful use of the Service is strictly prohibited and may be grounds for immediate termination of Service by the Company.

3. RATES AND CHANGES IN RATES, TERMS AND CONDITIONS. Current rates are found at the end of this document. The Company reserves the right to make price changes for Service or changes in these terms and conditions upon providing thirty (30) days' advance notice. The Company may elect to provide such notice by any reasonable commercial method including, but not limited to, a bill insert or a bill message. You agree that you will be bound by any change in the rates, terms and conditions of the Service unless you terminate your Service as provided for in paragraph 13 below prior to the effective date of the change. The Company maintains updated rates, terms and conditions in its Headquarters Office located at 904 C Avenue, Circle, Mt. 59215 and on its website at www.midrivers.com.

4. LIABILITY OF THE COMPANY. The liability of the Company, if any, for interruption, delays, or failures in transmissions ("Service Problems"), whether caused by the negligence of the Company or otherwise, is expressly limited to credits issued by the Company to you. No credit will exceed the charges billed by the Company to you for the period during which the Service Problem occurred. The Company will issue a credit only when a reported Service Problem lasts more than twenty-four (24) hours. The Company reserves the right to require you to apply for any such credit in writing. The Company may also deny your request for credit where your evidence is inconclusive or the request for credit is otherwise unwarranted or insufficient.

In no event is the Company liable to any person for any cost, damage or harm whatsoever arising from: (a) your negligence or willful act; (b) the attachment or use of any equipment or wiring by you which you use in conjunction with the Service; (c) the use of any facilities of other carriers by the Company in rendering the Service to you; (d) errors or omissions associated with your telephone number or listing information provided via directory assistance; or (e) any acts beyond the control of the Company including, but not limited to: (1) acts of God, riots, fire, flood or other catastrophe; or (2), any law, regulation, directive, order, or request of any federal or state governmental authority or agency having jurisdiction over the Company. Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, exemplary, or consequential damages.

5. INDEMNITY. You agree to indemnify and hold harmless the Company for any liability with respect to any and all claims and damages, of every kind (including specifically special or consequential damages), arising from your use of the Service. Your indemnity of the Company also extends to: (a) any claims or damages arising out of or attributed, directly or indirectly, to Service Problems; (b) any claims or damages of the owner of your premises or equipment; or (c) any other third-party claims and damages.

6. NO WARRANTIES. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PROVISION OF ITS SERVICES, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. PAYMENT. You will provide the Company with your name, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. All information provided will be accurate, and the Company has the right to access and verify credit information.

Once Service is activated, you are responsible for paying all charges associated with the Service. Monthly Service charges, if any, are billed in advance and usage charges are billed in arrears. All bills from the Company are due by the date indicated on the bill and are payable at one of the Company's business offices. The Company may apply a late fee to your bill if not paid by the due date and it becomes delinquent. You may be held responsible to pay all the Company's costs of collection, including bank charges and reasonable attorneys' fees.

8. CALCULATION OF USAGE. Charges for usage-based Service offered by the Company begin when the connection is established. Charges are assessed in increments of one (1) minute. When a call is established in

one rate period and ends in another rate period, the rates are based on the portion of your call that occurs within each rate period.

9. TAXES, FEES AND SURCHARGES. In addition to the charges for the Service, you are also responsible for paying all applicable federal, state and local use, excise, sales or privilege taxes, and all fees chargeable to or against the Company as a result of its provision of Service to you.

10. BILLING DISPUTES. If you believe you have been billed in error, you must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. You may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, but all undisputed charges are due within the normal time period. The Company will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. Payment is due upon notice. In such event, the Company will be entitled to terminate your Service immediately without any liability whatsoever and/or may require an additional deposit.

11. BILLING ENTITY CONDITIONS. When a local exchange telephone company performs billing for the Company's Services, the payment conditions and regulations of such company will apply, including any applicable interest and/or late payment charges.

12. DEPOSITS. The Company or its agent(s) reserves the right to require you to make a deposit to guarantee payment for Service before activating Service. After your Service is activated, if your actual monthly usage exceeds your deposit, the company may require an increase in your deposit based on toll usage exceeding your deposit. The Company will return your deposit as follows: (a) when an application for Service has been cancelled prior to the time that your Service is activated, your deposit will be applied to any existing charges, and any excess portion of the deposit, if any, will be returned by the Company within thirty (30) days following settlement of your account; (b) upon the discontinuance of Service, the Company will refund your deposit to the extent that it exceeds any unpaid charges for Service provided to you; or (c) the unused portion of a deposit will be refunded to you if you have paid each bill rendered by the Company for Service within the prescribed period for each of the twelve (12) months after the date the deposit was made. The refunding or crediting of your deposit in no way relieves you of your obligation to comply with all of the terms and of this contract or from making payments when due.

13. TERMINATION OF SERVICE BY THE CUSTOMER. Upon providing the Company adequate

information as to your identity, you may terminate Service by notifying the Company. All amounts due under the terms and conditions of the Service plan selected are immediately due and payable.

14. TERMINATION OF SERVICE BY THE COMPANY. The Company may immediately terminate or withhold Service to you without incurring any liability whatsoever for the following reasons: (a) nonpayment of any sum due for Service where your charges remain unpaid more than thirty (30) days following written notice of nonpayment from the Company mailed, postage prepaid, to your last known address; (b) your acts or omissions which constitute, in the reasonable opinion of the Company, a violation of or a failure to comply with any term of this contract, and where such violation or failure to comply with a term of this contract threatens to interfere with the Company's operations or its furnishing of Service to, or the use of Service by, another customer of the Company; (c) the implementation of any order of a court of competent jurisdiction, or of a federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing you Service; (d) where you have failed or neglected to tender any additional or required deposit within thirty (30) days of demand by the Company; or (e) where the Company reasonably deems partial or complete termination of Service is necessary to prevent unlawful use of its service.

In the event your Service is partially or completely terminated for any of the reasons stated herein, you will remain responsible for all unpaid Service charges due and owing to the Company. The Company will have the right to apply your deposit and any accrued interest to all cancellation charges and to all associated outstanding charges associated with your Service. If you seek reinstatement of Service following a partial or complete termination of Service by the Company, you may be required to pay the Company prior to the time Service is reinstated: (a) all accrued and unpaid charges; (b) a deposit.

15. TESTING AND INSPECTIONS. Without incurring any liability whatsoever, the Company may, at any time, interrupt the provision of Service to you in order to perform tests and inspections to assure compliance with this contract and/or the proper installation and operation of either your equipment and facilities or the Company's equipment and facilities. The Company may continue such interruptions until any noncompliance or improper equipment or facilities identified is corrected.

16. NO WAIVER. Based on the circumstances presented, the Company may waive certain of the requirements stated herein. Such waiver will be limited to that set of specific circumstances and will not eliminate your obligation to continue to comply with the terms and conditions stated herein.