AT&T SOUTHWEST
Customer Owned Pay Telephone Service
Indemnification Agreement

AT&T Southwest d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, hereinafter referred to as AT&T Southwest and _____, hereinafter referred to as Subscriber, mutually agree to the following terms herein subject to the tariffs of AT&T Southwest, as those tariffs exist today, and as they may be changed in the future.

AT&T Southwest agrees to provide, at the address shown below, Customer Owned Pay Telephone Service (COPT Service) subject to the terms of this Agreement and the tariffs of AT&T Southwest, and any changes in such tariffs.

The Subscriber shall be responsible for the installation, operation, and maintenance of any customer owned pay telephone used in connection with this service.

The rates charged for COPT Service are the rates established in the AT&T Southwest tariffs; and are subject to any future changes made in the AT&T Southwest tariffs.

The Subscriber is responsible for all calls made to or from the COPT.

Subscriber acknowledges that AT&T Southwest offers Billed Number Screening (BNS) and Selective Class of Call Screening (SCOCS) as part of its COPT Service. Subscriber is under no obligation to purchase either BNS or SCOCS. However, Subscriber agrees that whether or not it subscribes to BNS, Subscriber will be fully responsible for all collect calls and third number calls which are billed to Subscriber's COPT access line and AT&T Southwest shall have no responsibility to adjust any such charges and/or release Subscriber from paying such charges. Subscriber will hold AT&T Southwest harmless from and against any liability or losses resulting from all such collect and third number calls billed to Subscriber's COPT access line.

Subscriber agrees that whether or not it subscribes to SCOCS, Subscriber will be fully responsible for all outgoing operator handled calls placed over the AT&T Southwest network that are billed to Subscriber's COPT access line and AT&T Southwest shall have no responsibility to adjust any such charges and/or release Subscriber front paying any such charges. Subscriber will hold AT&T Southwest harmless from and against any liability or loss resulting from all such calls billed to Subscriber's COPT access line.

Subscriber further agrees if it subscribes to BNS or SCOCS. AT&T Southwest's liability to Subscriber for any loss, cost, claim, damages, injury, liability, or expense relating to any negligent act or omission in the performance of either service by AT&T Southwest shall be limited to AT&T Southwest not assessing Subscriber the charge(s) usually assessed by AT&T Southwest for such call(s). In no case shall any liability attach to AT&T Southwest if the calls are placed through a non-AT&T Southwest company operator service.

Subscriber further agrees to indemnify and hold AT&T Southwest harmless from any and all loss, injury, damage, or expense occasioned by or arising out of claims for injury to persons or damage to property caused by or contributed to by the provision of COPT Service. This indemnity includes, but is not limited to AT&T Southwest providing detailed toll billing records to Subscriber for COPT Service, including but not limited to any disclosure of said detailed toll billing records by the Customer Owned Pay Telephone Service Subscriber.

Valid for all lines purchased or to be purchased by the Subscriber in the state of

_____.

Signed:

_____ _____

(AT&T Southwest Representative) (Subscriber's Signature)

Title:

_____ _____

Address:

_____ _____

_____ _____

Date:

_____ _____