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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by AT&T-12STATE to participate in the Clearinghouse (CH).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 In **AT&T MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **AT&T MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **AT&T-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **AT&T-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **AT&T CONNECTICUT**, is **technically infeasible** in **AT&T CONNECTICUT**.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **AT&T SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **AT&T SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **AT&T SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **AT&T SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide **AT&T SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **AT&T SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **AT&T SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **AT&T SOUTHWEST REGION 5-STATE** for CH processing, if needed.
- 4.3 **AT&T SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **AT&T SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to **AT&T SOUTHWEST REGION 5-STATE** all CH Records required by **AT&T SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **AT&T SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, **AT&T SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay **AT&T SOUTHWEST REGION 5-STATE** a processing charge in consideration of **AT&T SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **AT&T SOUTHWEST REGION 5-STATE**, when **AT&T SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 **AT&T SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, AT&T SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold AT&T SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 AT&T SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T SOUTHWEST REGION 5-STATE. Any losses or damage for which AT&T SOUTHWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time AT&T SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 AT&T SOUTHWEST REGION 5-STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, AT&T SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

XDSL AND LINE SPLITTING APPENDIX

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XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: AT&T-12STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1. General

1.1 **Deployment of xDSL Technologies:** AT&T-12STATE will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 AT&T-12STATE will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning AT&T-12STATE is to perform in provisioning the order.

2. **Loop Makeup Information and Ordering:** AT&T-12STATE will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in AT&T-12STATE's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in AT&T-12STATE's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to AT&T-12STATE's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T-12STATE is providing to any other CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate. AT&T-12STATE's uniform GUI and application to application OSS interfaces allow CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. **Provisioning Intervals:** AT&T-12STATE's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to AT&T-12STATE's advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4. Loop Conditioning

4.1 AT&T-12STATE will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 **Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T-12STATE interferer information on the

loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by AT&T-12STATE that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any AT&T-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T-12STATE does not guarantee the synchronization of any loop. AT&T-12STATE In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T-12STATE LOC. AT&T-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where AT&T-12STATE removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals AT&T-12STATE provides to its advanced services affiliate. When AT&T-12STATE determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T-12STATE, AT&T-12STATE has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by AT&T-12STATE to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by AT&T-12STATE to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.
- 4.3 **Maintenance, Repair and Testing:** AT&T-12STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).
- 4.3.1 **Maintenance Scope:** AT&T-12STATE's maintenance shall be as follows: (i) for loops 12,000 feet or less: AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that AT&T-12STATE not perform any conditioning, AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that AT&T-12STATE perform some or all of the available conditioning, AT&T-12STATE will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. AT&T-12STATE will resolve CLEC-referred trouble tickets in parity with the repair intervals AT&T-12STATE provides its advanced services affiliate.

- 4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to **AT&T-12STATE** and the problem is determined by **AT&T-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **AT&T-12STATE**, following **AT&T-12STATE** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **AT&T-12STATE** to advise that the trouble has been resolved.
- 4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **AT&T-12STATE** to resolve a trouble, **AT&T-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **AT&T-12STATE** determines that an LST can be performed, the **AT&T-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **AT&T-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **AT&T-12STATE**'s resolution of the trouble. If, however, the trouble is found not to be an **AT&T-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **AT&T-12STATE** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **AT&T-12STATE** if and when a change in PSD mask is made. **AT&T-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **AT&T-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **AT&T-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.
6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **AT&T-12STATE**'s standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **AT&T-12STATE** configuration cabling and wiring in **AT&T-12STATE** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **AT&T-12STATE**'s OSS.
7. **Pricing/Rates**
- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that **AT&T-12STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **AT&T-12STATE** technician time involved

in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by AT&T-12STATE are performed outside of standard business hours.

8. **Definitions Applicable to this Appendix**

- 8.1 "**All Bridged Tap**" means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 "**Commission**" means the applicable state agency(ies) with regulatory authority over telecommunications in each AT&T-12STATE state.
- 8.3 "**Excessive Bridged Tap**" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 "**Non-excessive Bridged Tap**" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 "**AT&T-12STATE**" as used herein means the applicable AT&T-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 "**Splitter**" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

APPENDIX BCR

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APPENDIX BCR (Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.3 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.4 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.5 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.6 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.8 The prices at which **AT&T SOUTHWEST REGION 5-STATE** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Telcordia Client Company Calling Card and Third Number Settlement System" (BCC CATS)** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **"Charges"** - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **"Compensation"** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **"IntraLATA"** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **"InterLATA"** - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 **"Local Exchange Carrier" (LEC)** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **"Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **"Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to AT&T SOUTHWEST REGION 5-STATE procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when AT&T SOUTHWEST REGION 5-STATE company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to AT&T SOUTHWEST REGION 5-STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including AT&T SOUTHWEST REGION 5-STATE), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than AT&T SOUTHWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-STATE will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for AT&T SOUTHWEST REGION 5-STATE benefit, shall be remitted by CLEC to AT&T SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of AT&T SOUTHWEST REGION 5-STATE bill to CLEC for such services.
- 4.4 AT&T SOUTHWEST REGION 5-STATE agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including AT&T SOUTHWEST REGION 5-STATE) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by AT&T SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by AT&T

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to **AT&T SOUTHWEST REGION 5-STATE** for such services.

- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **AT&T SOUTHWEST REGION 5-STATE** may net amounts due to CLEC under this Appendix against amounts owed to **AT&T SOUTHWEST REGION 5-STATE** when **AT&T SOUTHWEST REGION 5-STATE** renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. **COMPENSATION**

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 6.1 **AT&T SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **AT&T SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **AT&T MIDWEST REGION 5-STATE** will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between **AT&T MIDWEST REGION 5-STATE** and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.8 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"Centralized Message Distribution System" (CMDS)** - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **"Direct Participants" (DP)** - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
 - 2.2.11 South Central Bell Telephone Company
 - 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
 - 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
 - 2.2.22 The Southern New England Telephone Company
 - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 **"Exchange Message Interface" (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 **"Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs)** - facilities-based providers of local telecommunication services.
- 2.5 **"Non-Intercompany Settlement" (NICS)** is a revenue exchange process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. **NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION**

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. **RESPONSIBILITIES OF THE PARTIES**

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. **BASIS OF COMPENSATION**

- 5.1 CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.

- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing from either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description: Rate Center(s):		1 - 1	# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	SS7 Point Code

AT&T E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

[illegible]

FOOTNOTES: (1) Mechanized copy of MSAG is provided when AT&T is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
blank) = (blank space for use as needed to define another agency type)

Prepared by:	
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voice
fax
email

STATUS of EXHIBIT:

Date Prepared

422

APPENDIX PRICING (MISSOURI)

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APPENDIX PRICING (MISSOURI)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T MISSOURI** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

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- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **AT&T MISSOURI** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **AT&T MISSOURI** will

issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
 - 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **AT&T MISSOURI** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the AT&T MISSOURI exchanges which are classified as Rate group D exchanges in AT&T MISSOURI 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the AT&T MISSOURI exchanges which are classified as Rate group B exchanges in AT&T MISSOURI 's Local Exchange Tariff
Zone 3	The geographic area within each of the AT&T MISSOURI exchanges which are classified as Rate group A exchanges in AT&T MISSOURI 's Local Exchange Tariff
Zone 4	The geographic area within each of the AT&T MISSOURI exchanges which are classified as Rate group C exchanges in AT&T MISSOURI 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.
- 1.9 **AT&T MISSOURI**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this

Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **AT&T MISSOURI** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **AT&T MISSOURI** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T MISSOURI**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **AT&T MISSOURI**'s current generic contract rate for the Product or Service set forth in **AT&T MISSOURI**'s applicable state-specific generic pricing schedule as published on **AT&T MISSOURI**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **AT&T MISSOURI** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **AT&T MISSOURI**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **AT&T MISSOURI**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **AT&T MISSOURI** for that Product or Service and incorporated into **AT&T MISSOURI**'s current state-specific generic pricing schedule as published on **AT&T MISSOURI**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **AT&T MISSOURI** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **AT&T MISSOURI** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **AT&T MISSOURI** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **AT&T MISSOURI**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **AT&T MISSOURI**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AT&T MISSOURI** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AT&T MISSOURI** will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AT&T MISSOURI** network, without any changes to **AT&T MISSOURI**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **AT&T MISSOURI** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING- ISP Only
SCHEDULE OF PRICES
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Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
1		NETWORK ELEMENTS					
2		Local Loops	** Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 71.45	\$ 35.70
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09
7			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58
8			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09
9			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09
10			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09
11			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09
12			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22
13			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22
14			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22
15			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22
16			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94
17			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94
18			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94
19			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94
20			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03
21			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03
22			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03
23			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03
24		DSL Capable Loops					
25		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09
26			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09
27			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09
28			*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09
29			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09
30			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09
31			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09
32			*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09
33			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09
34			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09
35			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09
36			*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09
37			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09
38			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09
39			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09
40			*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09
41			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09
42			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09
43			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09
44			*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09
45			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09
46			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09
47			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09
48			*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09
49		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09
50			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09
51			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09
52			*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09
53			* USOCs used for inventory purpose only				
54		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$ 30.22
55			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$ 30.22
56			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$ 30.22
57			IDSL Loop Zone 4 (Urban Springfield)	UY5FX	\$ 41.44	\$ 55.77	\$ 30.22
58		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00	N/A
59			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A
60		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74
61			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14

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RESALE AECN:
ACNA:

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62			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14
63			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09
64			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 626.25	\$ 32.62
65			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62
66			Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24
67			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47
68			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47
69			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96
70			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11
71			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11
72			Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18
73			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30
74			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30
75		Removal of All Bridged Tap (RABT) - MMP					
76			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NONE	\$ 338.64	NONE
77			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NONE	\$ 876.63	NONE
78			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	NONE	\$ 338.64	\$ 338.64
79			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	NONE	\$ 338.64	\$ 338.64
80		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69
81			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69
82			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69
83		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 234.50	none
84			LST performed on Sub Loop	URCLB	none	\$ 227.49	none
85		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75
86			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69
87			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60
88			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73
89			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75
90			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69
91			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05
92			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14
93		Sub-loop Unbundling	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None
94			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None
95			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None
96			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None
97			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAQ	\$ 6.02	None	None
98			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None
99			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None
100			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None
101			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None
102			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None
103			ECS to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None
104			ECS to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None
105			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAS	\$ 4.73	None	None
106			SAI to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None
107			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None
108			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None
109			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None
110			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None
111			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None
112			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None
113			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAU	\$ 8.07	None	None

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114			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None
115			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None
116			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None
117			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None
118			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None
119			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None
120			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None
121			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEQ	\$ 12.04	None	None
122			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None
123			ECS to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None
124			ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None
125			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None
126			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None
127			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None
128			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None
129			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LES	\$ 9.46	None	None
130			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None
131			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None
132			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None
133			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None
134			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None
135			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None
136			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None
137			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None
138			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None
139			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None
140			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None
141			ECS to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None
142			ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None
143			ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None
144			ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None
145			ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None
146			ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None
147			ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None
148			ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None
149			ECS to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None
150			ECS to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None
151			ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None
152			ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None
153			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None
154			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None
155			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None
156			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None
157			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None
158			SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None
159			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None
160			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None
161			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None
162			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None
163			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None
164			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None
165			ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None
166			ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None
167			ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None
168			ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None
169			ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None
170			ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None
171			ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None
172			ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None
173			ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None
174			ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None
175			ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None
176			ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None

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SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING- ISP Only
SCHEDULE OF PRICES
ATT MO/TRANS NATIONAL COMMUNICATIONS

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
177			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None
178			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None
179			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None
180			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None
181			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None
182			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None
183			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None
184			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None
185			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None
186			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None
187			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None
188			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None
189		Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25
190			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73
191			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25
192			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73
193		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50
194			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50
195			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50
196			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00
197			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00
198			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00
199			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50
200			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50
201			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50
202			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15
203			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15
204			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15
205			Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A
206			Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A
207			Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A
208			Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB
209			Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB
210			Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB
211		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05
212			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05
213			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05
214			DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05
215			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05
216			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None
217			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 8.75	None	None
218			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None
219			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None
220			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None
221			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75
222			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75
223			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75
224			DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75
225			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75
226			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None
227			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None
228			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None
229			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None
230			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None
231		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 11.30	\$ 228.05	\$ 225.05
232			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50

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233		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90
234			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15
235		Dark Fiber	Dark Fiber - Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68
236			Dark Fiber - Interoffice per foot Zone 1 (Urban STL, KS)	ULNCF	\$ 0.001250	None	None
237			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None
238			Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None
239			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None
240			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04
241			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11
242		Routine Modifications	Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA
243		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None
244			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None
245		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None
246			Manual Change - Simple	NRBUO	None	\$ 67.25	None
247			Manual Record - Simple	NRBUU	None	\$ 41.60	None
248			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None
249			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None
250			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None
251			Manual Expedited - Simple	NRMV1	None	\$ 69.70	None
252			Manual Customer Not Ready - Simple	NRMV5	None	\$ 69.70	None
253			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 69.70	None
254			Manual New - Complex	NRBUR	None	\$ 285.20	None
255			Manual Change - Complex	NRBUP	None	\$ 158.55	None
256			Manual Record - Complex	NRBUV	None	\$ 132.85	None
257			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None
258			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None
259			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None
260			Manual Expedited - Complex	NRMV2	None	\$ 285.20	None
261			Manual Customer Not Ready - Complex	NRMV6	None	\$ 285.20	None
262			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 285.20	None
263			Electronic New - Simple	NR9V2	None	\$ 5.00	None
264			Electronic New - Complex	NRBAW	None	\$ 5.00	None
265			Electronic Change - Simple	NR9GG	None	\$ 5.00	None
266			Electronic Change - Complex	NR9G8	None	\$ 5.00	None
267			Electronic Record - Simple	NR9GU	None	\$ 5.00	None
268			Electronic Record - Complex	NR9G7	None	\$ 5.00	None
269			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None
270			Electronic Disconnect - Complex	NR9G9	None	\$ 5.00	None
271			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None
272			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None
273			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None
274			Electronic Expedited - Complex	NRMVX	None	\$ 5.00	None
275			Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None
276			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None
277			Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 5.00	None
278			Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 5.00	None
279			PIC Change Charge	NRBL9	None	\$ 5.00	None
280		OTHER					
281	12/16/2005	Directory Assistance	Directory Assistance (DA) - per call	ZZU03/ZZU04	\$ 0.40	None	None
282			Directory Assistance Call Completion (DACC) - per call	ZZU07	\$ 0.15	None	None
283			National Directory Assistance (NDA)	ZZU05/ZZU06	\$ 0.65	None	None
284			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None
285	12/16/2005		Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00
286	12/16/2005		Directory Assistance - Branding Per call	ZZUCB	\$ 0.03	None	None
287	12/16/2005		Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 5,000.00	None
288	12/16/2005		Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,500.00	None
289			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None
290			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None
291			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None
292			Business Category Search (BCS)	ZZU08	\$ 0.65	None	None
293			Reverse Directory Assistance (RDA)	ZZU08/ZZU09	\$ 0.65	None	None
294		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZU01	\$ 0.15	None	None
295	12/16/2005		Operator Services - Operator Assisted Call Processing (Per work second)	ZZU02	\$ 0.03	None	None

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SCHEDULE OF PRICES
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296	12/16/2005		Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00
297	12/16/2005		Operator Services - Branding Per call	ZZUCB	\$ 0.03	None	None
298	12/16/2005		Operator Services-Rate Reference - Initial	NRBDL	None	\$ 5,000.00	None
299	12/16/2005		Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,500.00	None
300		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None
301			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$0.00	None	None
302		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None
303			Per local message	Not Applicable	\$ 0.08	None	None
304		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None
305			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None
306			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None
307			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None
308			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None
309		Cleaninghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None
310			CH billing message - per message	Not Applicable	\$ 0.050	None	None
311		Maintenance of Service	Basic Time - per half hour	MVV	None	\$ 42.75	\$ 34.20
312			Overtime - per half hour	MVV	None	\$ 53.45	\$ 43.35
313			Premium Time - per half hour	MVV	None	\$ 64.10	\$ 52.50
314		Time and Materials	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 42.75	\$ 34.20
315			Overtime - per half hour	ALK, ALT, ALH	None	\$ 53.45	\$ 43.35
316			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 64.10	\$ 52.50
317					Annual Rates		
318		Poles and Duct	Poles (\$/attachment/yr) * ##		\$ 1.82		
319		(Structure)					
320			Per Foot Conduit Occupancy Fees ##				
321			Full Duct (\$/ft/yr)		\$ 0.50		
322			Half Duct (\$/ft/yr)		\$ 0.25		
323							
324			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
325							
326			## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,				
327			effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
328			New rates will be communicated to CLEC no later than November 1st for the succeeding year.				
329							
330			Contract Administration Fee			\$ 125.00	
331			Administrative Record-Keeping Fee			\$ 125.00	
332							
333			Unauthorized Attachment Fee			5 Times the Annual Rate per Pole	
334			Unauthorized Occupancy Fee			5 Times the Annual Rate per Conduit Foot	
335							
336			INTERCARRIER COMPENSATION				
337			End Office Local Termination - Zone 1 Urban				
338			Set up charge, per call	ZZUR8	\$ 0.002164		
339			Duration charge, per MOU	ZZUR2	\$ 0.001309		
340							
341			End Office Local Termination - Zone 2 Suburban				
342			Set up charge, per call	ZZUR8	\$ 0.002602		
343			Duration charge, per MOU	ZZUR2	\$ 0.001575		
344							
345			End Office Local Termination - Zone 3 Rural				
346			Set up charge, per call	ZZUR8	\$ 0.003748		
347			Duration charge, per MOU	ZZUR2	\$ 0.002269		
348							
349			End Office Local Termination - Zone 4 - Springfield				
350			Set up charge, per call	ZZUR8	\$ 0.003193		
351			Duration charge, per MOU	ZZUR2	\$ 0.001933		
352							
353			Tandem Switching				
354			Set up charge, per call	Usage	\$ 0.002768		
355			Duration charge, per MOU	ZZUR1	\$ 0.000642		
356							
357			Common Transport				

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358			Termination per Minute of Use Zone 1 (Urban STL, KS)	ZZUST	\$ 0.0001900		
359			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$ 0.0002850		
360			Termination per Minute of Use Zone 3 (Rural)	ZZUST	\$ 0.0003020		
361			Termination per Minute of Use Zone 4 (Suburban Springfield)	ZZUST	\$ 0.0001620		
362			Termination per Minute of Use Interzone	ZZURF	\$ 0.0003320		
363			Facilities per Minute, per Mile Zone 1 (Urban)	ZZURF	\$ 0.0000017		
364			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$ 0.0000070		
365			Facilities per Minute, per Mile Zone 3 (Rural)	ZZURF	\$ 0.0000151		
366			Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	ZZURF	\$ 0.0000010		
367			Facilities per Minute, per Mile Interzone	ZZURF	\$ 0.0000035		
368							
369			Rate for Presumed ISP-Bound Traffic as per FCC 01-131	ZZUR2	\$ 0.0007		
370							
371			** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, AT&T Missouri will provide certain				
372			arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement				
373			based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or				
374			regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the				
375			Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations				
376			are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders,				
377			rules and regulations. The Parties recognize and agree that, in the event of any amendment of the				
378			Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other				
379			legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining				
380			to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action				
381			invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant				
382			provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to				
383			be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to				
384			contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific				
385			provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule,				
386			court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall AT&T Missouri				
387			be obligated to provide such rates, terms and conditions beyond the period of time AT&T Missouri is obligated to provide				
388			such rates, terms and conditions to the Party who originally arbitrated such provisions				
389							
390							
391			BUSINESS		RESALE DISCOUNTS		
392			LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING	
393			Business 1 Party		19.20%	19.20%	NA
394			Business - Multi-Line Hunting		19.20%	19.20%	NA
395			Business Measured		19.20%	19.20%	NA
396			Business Measured (HTG Class of Service)		19.20%	19.20%	NA
397							NA
398			EXPANDED LOCAL CALLING				NA
399			Mandatory EAS		19.20%	19.20%	NA
400			Optional Metropolitan Calling Area		19.20%	19.20%	NA
401							NA
402			VERTICAL SERVICES				NA
403			Auto Redial		19.20%	19.20%	NA
404			Call Blocker		19.20%	19.20%	NA
405			Call Forwarding		19.20%	19.20%	NA
406			Call Forwarding - Busy Line		19.20%	19.20%	NA
407			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA
408			Call Forwarding - Don't Answer		19.20%	19.20%	NA
409			Call Return		19.20%	19.20%	NA
410			Call Trace		19.20%	19.20%	NA
411			Call Waiting		19.20%	19.20%	NA
412			Calling Name		19.20%	19.20%	NA
413			Calling Number		19.20%	19.20%	NA
414			ComCall®		19.20%	19.20%	NA
415			Personalized Ring (1 dependent number)		19.20%	19.20%	NA
416			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA
417			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA
418			Priority Call		19.20%	19.20%	NA
419			Remote Access to Call Forwarding		19.20%	19.20%	NA
420			Selective Call Forwarding		19.20%	19.20%	NA

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING- ISP Only
SCHEDULE OF PRICES
ATT MO/TRANS NATIONAL COMMUNICATIONS

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
421			Simultaneous Call Forwarding		19.20%	19.20%	NA
422			Speed Calling 8		19.20%	19.20%	NA
423			Speed Calling 30		19.20%	19.20%	NA
424			Three Way Calling		19.20%	19.20%	NA
425							NA
426			DID				NA
427			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA
428			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA
429			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA
430			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA
431			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA
432			DID (with Multifrequency)		19.20%	19.20%	NA
433			DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA
434			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA
435			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA
436			DID (51st trunk or network access line)		19.20%	19.20%	NA
437							NA
438			TRUNKS				NA
439			Analog Trunks		19.20%	19.20%	NA
440			Digital Trunks		19.20%	19.20%	NA
441							NA
442			AIN				NA
443			Area Wide Networking		19.20%	19.20%	NA
444			Disaster Routing Service		19.20%	19.20%	NA
445			Intelligent Redirectsm		19.20%	19.20%	NA
446			Intellinumber		19.20%	19.20%	NA
447			Positive ID		19.20%	19.20%	NA
448							NA
449			OTHER				NA
450			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA
451			Customer Alerting Enablement		19.20%	19.20%	NA
452			Grandfathered Services		19.20%	19.20%	NA
453			Hot Line		19.20%	19.20%	NA
454			Hunting		19.20%	19.20%	NA
455			Local Operator Assistance Service		13.91%	13.91%	NA
456			Night Number associated with Telephone Number		19.20%	19.20%	NA
457			Night Number associated with a Terminal		19.20%	19.20%	NA
458			Promotions (Greater than 90 days)		19.20%	19.20%	NA
459			Preferred Number Service		19.20%	19.20%	NA
460			Telebranch®		19.20%	19.20%	NA
461			TouchTone		19.20%	19.20%	NA
462			Voice Dial		19.20%	19.20%	NA
463			Warm Line		19.20%	19.20%	NA
464							NA
465			Data Services				NA
466			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA
467			PBX Trunks		19.20%	19.20%	NA
468			Multit-Service Optical Network (MON)		19.20%	19.20%	NA
469			QCn-PTP		19.20%	19.20%	NA
470			DS3		19.20%	19.20%	NA
471							NA
472			ISDN				NA
473			Digilinesm (ISDN BRI)		19.20%	19.20%	NA
474			Select Video Plus®		19.20%	19.20%	NA
475			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA
476			SuperTrunk		19.20%	19.20%	NA
477							NA
478			TOLL				NA
479			IntraLATA MTS		19.20%	19.20%	NA
480			MaxiMizer 800®		19.20%	19.20%	NA

UNE AEON:
RESALE AEON:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING- ISP Only
SCHEDULE OF PRICES
ATT MO/TRANS NATIONAL COMMUNICATIONS

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
481			OutWATS		19.20%	19.20%	NA
482			800 Service		19.20%	19.20%	NA
483							NA
484			OPTIONAL TOLL CALLING PLANS				NA
485			1+ SAVERsm		19.20%	19.20%	NA
486			1+SAVER Direct		19.20%	19.20%	NA
487			Community Optional Saver		19.20%	19.20%	NA
488			Outstate Calling Area Service		19.20%	19.20%	NA
489							NA
490			PLEXAR®				NA
491			Plexar I®		19.20%	19.20%	NA
492			Plexar II®		19.20%	19.20%	NA
493			Plexar Custom®		19.20%	19.20%	NA
494							NA
495			PRIVATE LINE				NA
496			Analog Private Lines		19.20%	19.20%	NA
497			Business Video Service		19.20%	19.20%	NA
498			Digital Loop Service		19.20%	19.20%	NA
499			DOVLink		19.20%	19.20%	NA
500			Foreign Exchange Service		19.20%	19.20%	NA
501			Foreign Serving Office		19.20%	19.20%	NA
502			Frame Relay		19.20%	19.20%	NA
503			Group Alerting Services		19.20%	19.20%	NA
504			MegaLink II®		19.20%	19.20%	NA
505			MegaLink III®		19.20%	19.20%	NA
506			MicroLink I®		19.20%	19.20%	NA
507			MicroLink II®		19.20%	19.20%	NA
508			MultiPoint Video		19.20%	19.20%	NA
509			Service Loop Facility Modification Service		19.20%	19.20%	NA
510							NA
511					RESALE DISCOUNTS		NA
512			RESIDENCE		RECURRING	NON-RECURRING	NA
513			LOCAL EXCHANGE SERVICE				NA
514			Life Line and Link Up America Services		19.20%	19.20%	NA
515			Residence 1 Party		19.20%	19.20%	NA
516			Residence Measured		19.20%	19.20%	NA
517							NA
518			EXPANDED LOCAL CALLING				NA
519			Mandatory EAS		19.20%	19.20%	NA
520			Optional Metropolitan Calling Area		19.20%	19.20%	NA
521							NA
522			VERTICAL SERVICES				NA
523			Auto Redial		19.20%	19.20%	NA
524			Call Blocker		19.20%	19.20%	NA
525			Call Forwarding		19.20%	19.20%	NA
526			Call Forwarding - Busy Line		19.20%	19.20%	NA
527			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA
528			Call Forwarding - Don't Answer		19.20%	19.20%	NA
529			Call Return		19.20%	19.20%	NA
530			Call Trace		19.20%	19.20%	NA
531			Call Waiting		19.20%	19.20%	NA
532			Calling Name		19.20%	19.20%	NA
533			Calling Number		19.20%	19.20%	NA
534			ComCall®		19.20%	19.20%	NA
535			Personalized Ring (1 dependent number)		19.20%	19.20%	NA
536			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA
537			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA
538			Priority Call		19.20%	19.20%	NA
539			Remote Access to Call Forwarding		19.20%	19.20%	NA
540			Selective Call Forwarding		19.20%	19.20%	NA
541			Simultaneous Call Forwarding		19.20%	19.20%	NA

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SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING- ISP Only
SCHEDULE OF PRICES
ATT MO/TRANS NATIONAL COMMUNICATIONS

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
542			Speed Calling 8		19.20%	19.20%	NA
543			Three Way Calling		19.20%	19.20%	NA
544							NA
545			ISDN				NA
546			Digiline		19.20%	19.20%	NA
547							NA
548			OTHER				NA
549			Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA
550			Customer Alerting Enablement		19.20%	19.20%	NA
551			Grandfathered Services		19.20%	19.20%	NA
552			Hot Line		19.20%	19.20%	NA
553			Promotions (Greater than 90 days)		19.20%	19.20%	NA
554			Preferred Number Service		19.20%	19.20%	NA
555			TouchTone		19.20%	19.20%	NA
556			Voice Dial		19.20%	19.20%	NA
557			Warm Line		19.20%	19.20%	NA
558							NA
559							NA
560			OTHER (Resale)		RECURRING	NON-RECURRING	NA
561			Directory Assistance / Operator Services				NA
562	12/16/2005		Directory Assistance Services		19.20%	NA	NA
563	12/16/2005		Local Operator Assistance Service		19.20%	NA	NA
564							NA
565	12/16/2005		National Directory Assistance (NDA), per call	ZZU05/ZZU06	\$0.65	None	None
566	12/16/2005		Reverse Directory Assistance (RDA), per call	ZZU08/ZZU09	\$0.65	None	None
567	12/16/2005		Business Category Search (BCS), per call	ZZU0B	\$0.65	None	None
568	12/16/2005		Directory Assistance Call Completion (DACC), per call	ZZU07	\$0.15	None	None
569	12/16/2005		Directory Assistance Non-Pub Emergency Service	Not Applicable	\$2.00	None	None
570							None
571			OS/DA Automated Call Greeting and References / Rates				
572	12/16/2005		Branding - Other - Initial/Subsequent Load, per switch	NRBDG	None	\$ 1,800.00	\$ 1,800.00
573	12/16/2005		Brand and Reference/Rate Look Up, per OS/DA call	ZZUCB	\$0.03	None	None
574	12/16/2005		Rate Reference Initial Load, per state, per OCN	NRBDL	None	\$ 5,000.00	None
575	12/16/2005		Rate Reference Subsequent Load, per state, per OCN	NRBDM	None	None	\$ 1,500.00
576							
577			TOLL				NA
578			Home 800sm		19.20%	19.20%	NA
579			IntraLATA MTS		19.20%	19.20%	NA
580							NA
581			OPTIONAL TOLL CALLING PLANS				NA
582			1+ SAVERsm		19.20%	19.20%	NA
583			1+SAVER Direct		19.20%	19.20%	NA
584			Community Optional Saver		19.20%	19.20%	NA
585			Outstate Calling Area Service		19.20%	19.20%	NA
586			900 Call Restriction		19.20%	19.20%	NA
587			Access Services		0%	0%	NA
588			Additional Directory Listings		19.20%	19.20%	NA
589			Bill Plus		5%	5%	NA
590			Company Initiated Suspension Service		0%	0%	NA
591			Directory Assistance Services		13.91%	13.91%	NA
592			Connections with Terminal Equipment and Communications Equipment		0%	0%	NA
593			Consolidated Billing		5%	5%	NA
594			Construction Charges		0%	0%	NA
595			Customer Initiated Suspension Service		0%	0%	NA
596			Exchange Interconnection Service		0%	0%	NA
597			Operator Services		13.91%	13.91%	NA
598			Local Operator Assistance Service		13.91%	13.91%	NA
599			Maintenance of Service Charges		0%	0%	NA
600			Prepaid Calling Cards		19.20%	19.20%	NA
601			Telecommunications Service Priority Systems		0%	0%	NA
602			Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA
603			Toll Restriction		19.20%	19.20%	NA

LINE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING- ISP Only
SCHEDULE OF PRICES
ATT MO/TRANS NATIONAL COMMUNICATIONS

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
604			Wireless Carrier Interconnection Services		0%	0%	NA
605							NA
606			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA
607							
608			Simple conversion charge per billable number		NA	\$ 25.00	NA
609			Electronic conversion orders per billable number		NA	\$ 5.00	NA
610			Complex conversion orders per billable number		NA	\$ 125.00	NA
611							
612			AT&T Missouri transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA
613			party pub, per occurrence, per dir publisher				
614							

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**APPENDIX WP
EXHIBIT 1
AT&T MISSOURI**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$3,191.73	
Springfield			\$3,191.73	
St. Louis			\$3,191.73	
Cape Girardeau			\$168.09	
Chillicothe			\$168.09	
Excelsior Spgs.			\$168.09	
Fulton			\$168.09	
Greater Jeff Cty.			\$168.09	
Hannibal			\$168.09	
Bootheel Area			\$168.09	
Kirksville			\$168.09	
Lake Ozarks			\$168.09	
Marshall			\$168.09	
Mexico			\$168.09	
Moberly			\$168.09	
Nevada			\$168.09	
Perryville			\$168.09	
Poplar Bluff			\$168.09	
Sedalia			\$168.09	
Sikeston			\$168.09	
St. Joseph			\$168.09	
Tri-State			\$168.09	
Washington			\$168.09	
Adrian			\$75.59	
Booneville			\$75.59	
Bowling Green			\$75.59	
Elsberry			\$75.59	
Linn			\$75.59	
MO's Parkland			\$75.59	
Stanberry			\$75.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND/OR AT&T
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **AT&T SOUTHWEST REGION 5-STATE's** agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T SOUTHWEST REGION 5-STATE's** conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **AT&T SOUTHWEST REGION 5-STATE's** performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

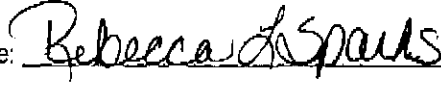
Signatures

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Trans National Communications International, Inc.

Pacific Bell Telephone Company d/b/a AT&T
 California, Illinois Bell Telephone Company d/b/a
 AT&T Illinois, Indiana Bell Telephone Company
 Incorporated d/b/a AT&T Indiana, Michigan Bell
 Telephone Company d/b/a AT&T Michigan, Nevada
 Bell Telephone Company d/b/a AT&T Nevada, The
 Ohio Bell Telephone Company d/b/a AT&T Ohio,
 Southwestern Bell Telephone, L.P. d/b/a AT&T
 Kansas, AT&T Missouri and AT&T Oklahoma,
 Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T
 Operations, Inc., its authorized agent

Signature: 
 Name: Brian C. Twomey
 (Print or Type)
 Title: President
 (Print or Type)
 Date: 5/5/06

Signature: 
 Name: Rebecca L. Sparks
 (Print or Type)
 Title: Executive Director-Regulatory
 Date: 5/19/06

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
MISSOURI	<u>236 D</u>	<u>RNA</u>	CALIFORNIA	<u>864 C</u>	<u>RNA</u>
NEVADA	<u>237 D</u>	<u>RNA</u>	OHIO	<u>943 B</u>	<u>RNA</u>
ILLINOIS	<u>025 C</u>	<u>RNA</u>	OKLAHOMA	<u>783 D</u>	<u>RNA</u>
INDIANA	<u>251 C</u>	<u>RNA</u>	KANSAS	<u>520 D</u>	<u>RNA</u>
WISCONSIN	<u>844 B</u>	<u>RNA</u>	MICHIGAN	<u>841 B</u>	<u>RNA</u>



April 18, 2006

Brenda McDonald
Vice President Carrier Relations
Trans National Communications International, Inc.
2 Charlesgate West
Boston, MA 02214

Dear Ms. McDonald:

Attached is the proposed agreement ("Provisions") between Trans National Communications International, Inc. and Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, AT&T Missouri and AT&T Oklahoma, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") for review and signature. This package contains the following:

1. Interconnection Agreement. Please print and execute 5 original signature pages.
2. Joint Petition for Approval of Amendment for Illinois Commerce Commission.
3. Joint Filing Application for Michigan Public Service Commission.
4. Joint Filing Petition for Public Utilities Commission of Nevada.
5. Certification Form for Public Service Commission of Wisconsin.

Return all 5 original signed and dated signature pages, the Joint Petition, the Joint Application, Joint Filing Petition, Certification Form and check in the amount of \$200.00 payable to Public Utilities Commission of Nevada to the following address within 30 days for proper execution:

Contract Processing
311 South Akard, 9th Floor
Dallas, TX 75202

Note that in light of the significant regulatory, legislative and legal changes impacting the telecommunications industry on a regular basis, the attached Provisions may be withdrawn or changed at any time by AT&T prior to their effective date, and will be considered automatically withdrawn 30 days from the date of this letter if your company has not returned signed and dated signature page(s) as provided above by that date. If, after that time, your company still wishes to obtain these type of agreement(s), it must submit a new request to AT&T for consideration.

Please retain the electronic copy of the agreement for your records as additional paper copies will not be sent. After AT&T executes, a fully executed signature page(s) will be returned for your records. For the states of Missouri, and Oklahoma, a fully executed signature page will be returned for each state so that you may file with the appropriate commission(s). In addition, there will be a fully executed signature page(s) returned to you for your records.

Additional information outlined in Attachment A may be required to meet Regulatory requirements of each state commission. Please review these requirements and provide documents specific to the state(s) in which your agreement(s) will be filed. State certification status and number, if appropriate, is required to complete the filing process.

Finally, please note that you must enter your OCN # and ACNA in the space provided on the signature pages. This information is required for execution.

If you have questions regarding the attached, please contact Jennifer Bracken on 214-858-0720.

Sincerely,

Campbell Linda
Manager - Contract Management

Attachments

ATTACHMENT A

State	Document(s) Required	Document provided by	Filed by
CA	CPCN Required. Return to AT&T with signature pages. (The commission will not accept an agreement for filing without the Carrier's certification.)	Carrier	AT&T
IL	Joint Petition for Approval and one (1) Verification Form signed by CLEC and notarized. Please return both to AT&T with signature pages.	AT&T	AT&T
IN	One (1) Verification Form, signed by AT&T.	AT&T	AT&T
KS	None		AT&T
MI	Joint Filing Application enclosed for signature. Return to AT&T with signature pages.	AT&T	AT&T
MO	None		Carrier
NV	Joint Filing Petition enclosed for signature. Return to AT&T with signature pages. Check in the amount of \$200.00 payable to The Public Utilities Commission of Nevada, 1150 E. William St., Carson City, NV 89701	AT&T Carrier	AT&T
OH	None		AT&T
OK	None		Carrier
WI	Certification Form signed by Carrier. Please return to AT&T with signature pages. (The PSC will not accept an agreement for filing unless the Carrier has obtained their certification.)	AT&T	AT&T

COMMERCIAL AGREEMENT

between

**Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana,**

**Michigan Bell Telephone Company d/b/a AT&T Michigan,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
The Ohio Bell Telephone Company d/b/a AT&T Ohio,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a AT&T
Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T
Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or
AT&T Texas,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin**

and

Trans National Communications International, Inc.

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COMMERCIAL AGREEMENT GENERAL TERMS AND CONDITIONS

This Agreement is entered into by and between Trans National Communications International, Inc. (hereinafter referred to as "CARRIER" or "CLEC") and AT&T-13STATE (as defined herein) (collectively, the "Parties"; each, a "Party").

1. INTRODUCTION

- 1.1 This Agreement sets forth the rates, terms and conditions under which AT&T-13STATE agrees to provide CARRIER certain non-251/252 telecommunications-related products and/or services. The Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended, ("Act") including without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise voluntarily agree in a writing signed by both Parties. All disputes that arise under this Agreement shall be resolved solely pursuant to the Dispute Resolution provisions of this Agreement.
- 1.2 The products and/or services available under this Agreement are set forth in the following Attachments (which are attached and incorporated herein), and are subject to the provisions of this Agreement. All of the provisions in this Agreement (including all Attachments, appendices, exhibits, schedules, and addenda hereto) are integrally related and non-severable. In the event of any inconsistency or conflict between this Agreement (ignoring the Attachments) and an Attachment, the Attachment shall control but only to the extent of such inconsistency or conflict.
 - 1.2.1 Transit Traffic Service Attachment, Transit Traffic Rates – California, Transit Traffic Rates – Illinois, Transit Traffic Rates – Indiana, Transit Traffic Rates – Kansas, Transit Traffic Rates – Missouri, Transit Traffic Rates – Michigan, Transit Traffic Rates – Nevada, Transit Traffic Rates – Ohio, Transit Traffic Rates – Oklahoma and Transit Traffic Rates – Wisconsin.
- 1.3 This Agreement is applicable to and binding upon both Parties in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, and Connecticut, and only applies within the Service Areas (as defined below).
- 1.4 The facilities used by AT&T-13STATE to provide the products and/or services hereunder shall remain the property of AT&T-13STATE.
- 1.5 Except as may be expressly set herein forth or in an attachment hereto (terms in attachments apply to that specific attachment only), the Parties understand and agree that no performance measures and remedies, including without limitation, any wholesale service quality standards, liquidated damages, and remedies, shall apply to the products and/or services under this Agreement. The Parties agree that the products and/or services under this Agreement are not subject to any AT&T-13STATE change management processes (often referred to as "CMP"), except that changes to systems and processes that are common to both the services and/or products hereunder and other AT&T-13STATE offerings that are subject to any change management process, shall continue to be subject to such process.

2. GENERAL DEFINITIONS APPLICABLE TO THE AGREEMENT (INCLUDING THE ATTACHMENTS)

- 2.1 "AT&T CALIFORNIA" means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California").
- 2.2 "AT&T CONNECTICUT" means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as "SBC Connecticut").
- 2.3 "AT&T MIDWEST REGION 5-STATE" means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T

Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Midwest Region 5-State").

- 2.4 "**AT&T MISSOURI**" means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri (and previously referred to as "SBC Missouri").
- 2.5 "**AT&T NEVADA**" means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as "SBC Nevada").
- 2.6 "**AT&T OKLAHOMA**" means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma (and previously referred to as "SBC Oklahoma").
- 2.7 "**AT&T SOUTHWEST REGION 5-STATE**" means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas in Arkansas, Kansas, Missouri, Oklahoma, and/or Texas, respectively (and previously referred to as "SBC Southwest Region 5-State").
- 2.8 "**AT&T-2STATE**" means **AT&T CALIFORNIA** and **AT&T NEVADA** (and previously referred to as "SBC-2STATE").
- 2.9 "**AT&T-8STATE**" means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** (and previously referred to as "SBC-8STATE").
- 2.10 "**AT&T-12STATE**" means AT&T-2STATE, AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as "SBC-12STATE").
- 2.11 "**AT&T-13STATE**" means **AT&T-2STATE**, **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, and **AT&T CONNECTICUT** (and previously referred to as "SBC-13STATE").
- 2.12 "**Act**" means the federal Communications Act of 1934, as amended, including without limitation by the federal Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996).
- 2.13 "**Affiliate**" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten (10) percent.
- 2.14 "**Business Day**" means Monday through Friday, excluding holidays on which the applicable **AT&T-13STATE** ILEC does not provision new orders for retail telecommunications services. The use of only "day" in this Agreement refers to a calendar day.
- 2.15 "**Intellectual Property**" means copyrights, patents, trademarks, service marks, trade secrets, mask works and all other intellectual property rights.
- 2.16 "**Service Area**" means a geographic area in which **AT&T-13STATE** then serves as the incumbent local exchange carrier.

3. PRICING

- 3.1 The rates which shall apply under this Agreement are set forth in the various pricing schedules to this Agreement, which are incorporated herein by this reference.
- 3.2 Where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each product and/or service purchased hereunder will be one (1) month. After that initial month, billing will be on the basis of whole or fractional months used.

4. REUSE OF FACILITIES

- 4.1 Each Party will abide by any applicable federal and state laws and regulations in obtaining end user authorization prior to changing an end user customer's provider of services and/or products made available through use of the services and/or products provided under this Agreement or like-services and in assuming responsibility for any charges that may apply to the extent the FCC's rules regarding Subscriber

Carrier Selection Changes (47 C.F.R. §§ 64.1100 through 64.1170) or any state regulation applies to the changing of an end user customer's provider of services and/or products made available through use of the services and/or products provided under this Agreement or like-services.

- 4.2 When an end user changes or withdraws authorization from its carrier, each Party shall immediately release end user-specific facilities belonging to or possessed by AT&T-13STATE in accordance with the end user customer's direction or that of the end user customer's authorized agent. Further, when an end user customer abandons its premise (that is, its place of business or domicile), AT&T-13STATE is free to reclaim the end user-specific facilities, and is free to issue service orders required to reclaim such facilities. In either situation, CARRIER shall promptly provide AT&T-13STATE with all information necessary for AT&T-13STATE to reclaim or reuse the facilities, including, but not limited to the circuit ID of the affected facility.
- 4.3 The Parties agree to the re-use of existing network facilities when a customer (including without limitation an end user customer) changes its provider of service being provided by those existing facilities, and those existing network facilities that are available for use for providing the services and/or products provided under this Agreement.

5. TECHNOLOGY EVOLUTION

- 5.1 Nothing in this Agreement shall constrain or otherwise limit AT&T-13STATE from continuing to evolve and otherwise modify its networks by, for example, deploying new and different technologies and altering the manner in which products and/or services are provided, including without limitation the products and/or services provided for in the Attachments. AT&T-13STATE shall retain the right to deliver those products and/or services, including without limitation local exchange service, over the technologies and in the manner that AT&T-13STATE chooses.

6. TERMINATION

- 6.1 Notwithstanding anything to the contrary in this Agreement, upon violation of any conditions governing the furnishing of products and/or services under this Agreement, AT&T-13STATE may, without incurring any liability, discontinue furnishing products and/or services under this Agreement ("termination") upon proper notice as provided for in Section 16 below. If CARRIER disputes the violation, it shall notify AT&T-13STATE in writing within fourteen (14) days of receipt of notice from AT&T-13STATE and the dispute shall be resolved between the Parties pursuant to Section 11 below (as to billing disputes) and Section 12 below. If CARRIER does not dispute the violation, CARRIER shall correct the violation and notify AT&T-13STATE in writing that the violation has been corrected prior to expiration of the thirty (30) day notice and cure period or as otherwise agreed by the Parties. Following any such termination under this Section 6, neither Party shall have any further obligations under this Agreement (except for those obligations set forth in Sections 19.6 and 19.7 below). In the case of termination, all applicable charges, including without limitation outstanding charges, interest charges, late payment fees and termination charges shall become due. At its option, AT&T-13STATE may net amounts owed by CARRIER against funds which otherwise might be due to CARRIER from AT&T-13STATE under this or any other agreement between the Parties. If AT&T-13STATE does not terminate the provision of the products and/or services on the date specified in the thirty (30) days' notice and CARRIER's noncompliance continues, nothing contained herein shall preclude AT&T-13STATE's right to terminate the provision of the products and/or services to CARRIER without further notice.

7. BRANDING

- 7.1 Except where otherwise required by law or as expressly permitted by this Agreement (including without limitation any Attachment), CARRIER shall not, without AT&T-13STATE's written authorization, (i) offer products and/or services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-13STATE or its Affiliates, or (ii) state or imply that there is any joint business association or similar arrangement with AT&T-13STATE or its Affiliates in the provision of

products and/or services to CARRIER's own customers (including without limitation its end user customers). CARRIER may brand products and/or services included in this Agreement with its own brand name, but AT&T-13STATE will not provide for CARRIER branding of those products and/or services.

- 7.2 AT&T-13STATE shall not be obligated by this Agreement to provide CARRIER with branding of any kind including, but not limited to, technician apparel, vehicles, or forms; nor shall the AT&T-13STATE technicians carry and provide to CARRIER's customers (including, without limitation, its end user customers), CARRIER-specific branded business cards or other printed materials.

8. FORCE MAJEURE

- 8.1 AT&T-13STATE shall not be responsible for delays or failures in performance resulting from acts or occurrences beyond AT&T-13STATE's reasonable control, regardless of whether such delays or failures in performance were foreseen or foreseeable, including, without limitation: fire, explosion, power failure, power blackouts/brownouts, cable cuts, embargoes, epidemics, nuclear accidents, acts of God, acts of nature, unusually severe weather conditions, acts of civil or military authority, war, terrorist acts, riots, insurrection, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by CARRIER or by other service or equipment vendors; or any other circumstances beyond AT&T-13STATE's reasonable control. AT&T-13STATE will give prompt notice to CARRIER when an event, as listed above, has occurred. When possible, the notice will identify the area(s) that is(are) affected by the event and the approximate time frame within which the event occurred and if known, the approximate date it is anticipated the event will conclude. When possible, AT&T-13STATE will provide reasonable updates concerning the event and will provide notification to CARRIER when the event will be or has completed and all affected areas are anticipated to return to business as usual.

9. GOVERNING LAW

- 9.1 Unless otherwise provided by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the AT&T-13STATE State in which the product(s) and/or service(s) at issue were provided, and, if agreement cannot be reached upon which state law applies, or if the issues involve the provision of product(s) and/or service(s) in multiple states, the laws of the State of Texas shall apply, without regard to conflict in law principles of the applicable state's law.

10. LIMITATION OF LIABILITY/INDEMNITY

10.1 LIMITATION OF LIABILITY

- 10.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific Attachments, to the maximum extent permitted by applicable law each Party's liability to the other Party (and its Affiliates and their respective officers, directors, employees, agents, and other representatives) for any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) ("Loss" or "Losses") relating to or arising out of such Party's performance under this Agreement and any and all dealings and arrangements between the Parties relating to the products and/or services hereunder (but excluding any Loss(es) relating to or arising out of any AT&T-13STATE tariffs and products purchased by CARRIER from AT&T-13STATE tariffs, which shall be governed exclusively by such tariffs) ("Commercial Relationship"), including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach this Agreement also constitute a violation of a statute, shall not exceed in total the amount AT&T-13STATE or CARRIER has charged or would have charged to the other Party for the affected products and/or services that was not performed or was improperly performed (not to exceed the billings between the Parties for such affected products and/or services for the month or months in which the condition occurred, but not be exceed twelve (12) months in any event). To the maximum

extent permitted by applicable law, neither CARRIER nor **AT&T-13STATE** shall be liable to the other Party for any indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits) suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of a statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 10.1.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits) of such third party, subject to Section 10.1.3 below; provided, however, nothing in this Section 10.1.1 shall impose indemnity obligations on a Party for any Losses or indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits) suffered by that Party's customers (including without limitation its end user customers) in connection with any affected products and/or services. Rather, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") and Indemnitee's Affiliates (and their respective officers, directors, employees, agents, and other representatives) against any Loss or claim made by or through the Indemnifying Party's customers (including without limitation its end user customers).

- 10.1.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a third party to have arisen out of the gross negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own gross negligence or willful misconduct or that of its officers, directors, employees, agents, contractors, or others acting in aid or concert with it.
- 10.1.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its customers (including without limitation its end user customers) or third parties that relate to any products and/or services provided or contemplated by this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged such customer or third party for the products and/or services that gave rise to such Loss and (ii) any indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits). If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 10.1.3.
- 10.1.4 **AT&T-13STATE** (and its Affiliates and their respective officers, directors, employees, agents, and other representatives) shall not be liable for damages to a customer's premises (including without limitation the premises of its end user customers) resulting from the furnishing of any products and/or services hereunder including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **AT&T-13STATE**'s gross negligence or willful misconduct, subject to Section 10.1.5 below.
- 10.1.5 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DISPUTE RESOLUTION, SECTION 12, OF THIS AGREEMENT (AS TO THE**

SUBJECT-MATTER OF THIS AGREEMENT) ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY CLAIMS, LOSS(ES) AND DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE COMMERCIAL RELATIONSHIP, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES IN WHICH AT&T-13STATE OPERATES (BUT EXCLUDING ANY CLAIMS, LOSS(ES) AND DISPUTES RELATING TO OR ARISING OUT OF ANY AT&T-13STATE TARIFFS, WHICH SHALL BE GOVERNED EXCLUSIVELY BY SUCH TARIFFS), AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.

10.1.6 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-13STATE, as such tariffs may be modified from time to time.

10.2 INDEMNITY

10.2.1 **Responsibility of Each Party for its Services:** Except as otherwise expressly provided in this Agreement (including without limitation in a product/service-specific Attachment), each Party shall be responsible only for the products and/or services which are provided by such Party, its agents, contractors, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the products and/or services provided by the other Party, its agents, contractors, subcontractors, or others retained by such other Party.

10.2.2 **Claims of Loss by Third Party(ies):** Except as otherwise expressly provided in this Agreement (including without limitation in a product/service-specific Attachment) and subject to Section 10.1, Limitation of Liability above, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Losses to a third party arising out of the gross negligence, recklessness, or willful misconduct ("Fault") of such Indemnifying Party, its officers, directors, employees, agents, its customers (including without limitation its end user customers), contractors, or others retained by the Indemnifying Party, in connection with the Indemnifying Party's provision of products and/or services and performance under this Agreement and the Commercial Relationship; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment or agency, respectively, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

10.2.3 **Claims of Loss by a Customer (including without limitation an end user customer) of a Party:** Except as otherwise expressly provided in this Agreement (including without limitation in a product/service-specific Attachment) and subject to Section 10.1, Limitation of Liability above, in the case of any Loss alleged or claimed by a customer (including without limitation an end user customer) of either Party, the Party whose customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such claims or Losses by such Indemnifying Party customer regardless of whether the underlying product and/or service or performance giving rise to such claim or Loss was provided or provisioned by the Indemnified Party, unless the claim or Loss was caused by the gross negligence, recklessness, or willful misconduct of the Indemnified Party. Notwithstanding anything to the contrary in this Section 10.2.3 and this Agreement, AT&T-13STATE shall have no liability to the customers (including without limitation its end user customers) of CARRIER for claims arising from the provision of the

products and/or services hereunder to CARRIER, including but not limited to claims related to CARRIER's marketing or sales of CARRIER's offerings that are based on or use the products and/or services provided hereunder, delayed restoral or nonrestoral of the products and/or services hereunder, quality of service or any resulting billing or any other type of dispute. CARRIER agrees to indemnify, defend, and hold AT&T-13STATE harmless from and against any and all claims, demands, costs, damages, liabilities, and expenses (including reasonable attorney fees) arising from any claim or action initiated by CARRIER's customer (including without limitation an end user customer) for any products and/or services provided hereunder.

10.2.4 Claims of Loss by a Party Against other Party: Subject to Section 10.1, Limitation of Liability above, a Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or Loss arising from the Indemnifying Party's use of products and/or services provided hereunder, or performance, under this Agreement, including, without limitation, any claim(s) or Loss(es) arising from: Indemnifying Party's use of products and/or services offered under this Agreement, involving any claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its customer's use (including without limitation use by an end user customer) use.

10.2.5 CARRIER Indemnity for Damage to Facilities: CARRIER shall reimburse AT&T-13STATE for damages to AT&T-13STATE's facilities utilized to provide any products and/or services hereunder caused by the gross negligence or willful act of CARRIER, its officers, directors, employees, agents, contractors, or subcontractors or CARRIER's customers (including without limitation its end user customers) or resulting from CARRIER's or its customer's improper use of AT&T-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-13STATE. Upon reimbursement for damages, AT&T-13STATE will cooperate with CARRIER in prosecuting a claim against the person or entity causing such damage. CARRIER shall be subrogated to the right of recovery by AT&T-13STATE for the damages to the extent of such payment. In addition, CARRIER hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other service degradation or damage to AT&T-13STATE facilities and hereby agrees to release, defend and indemnify AT&T-13STATE, and hold AT&T-13STATE harmless, from any claims for loss or damages, including but not limited to direct, indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits), made against AT&T-13STATE by a customer (including without limitation an end user customer), any telecommunications service provider or telecommunications user relating to such testing by CARRIER.

10.2.6 Indemnification Procedures: Whenever a claim shall arise for indemnification under this Section 10.2, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating

such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party. Each Party agrees to cooperate and to cause its officers, directors, employees, agents, and other representatives to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Nondisclosure, Section 13, of this Agreement.

11. BILLING AND PAYMENT OF RATES AND CHARGES AND BILLING DISPUTES

- 11.1 AT&T-13STATE shall include all charges under this Agreement on the monthly bill(s) rendered to CARRIER (hereinafter "invoice").
- 11.2 CARRIER shall pay all charges under this Agreement within thirty (30) days of the invoice date.
- 11.3 A good faith billing dispute under this Agreement requires CARRIER to provide a written claim to AT&T-13STATE to permit AT&T-13STATE to investigate the merits of the dispute. Such claim must identify the following within ten (10) Business Days from the date AT&T-13STATE is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that the customer believes was billed in error; (c) the date of the invoice; and (d) the reason or grounds for the dispute.
- 11.4 CARRIER billing inquiries and/or claims of overbilling by AT&T-13STATE shall be referred to AT&T-13STATE for investigation within six (6) months of the charge(s) first appearance on the invoice to CARRIER. Absent a claim and/or dispute by CARRIER as to a charge within six (6) months from its first appearance on an invoice to CARRIER, such charge shall be deemed to be correct. If the Parties determine that CARRIER was billed incorrectly for products and/or services rendered pursuant to this Agreement, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the overcharges. If an overcharge is adjusted within three billing cycles of the invoice in error, interest will not be applicable. If the overcharge is not adjusted within three billing cycles, interest on the amount will be credited at the lower of 1 percent per month compounded daily or the highest interest rate permitted by applicable law in the AT&T-13STATE state. If the dispute is decided in favor of AT&T-13STATE, then the resolution date will be the date upon which Notice is deemed to have been received by CARRIER under the Notice provisions in this Agreement ("Resolution Date") and CARRIER shall pay AT&T-13STATE interest on the disputed amount at the lower of one (1) percent per month compounded daily or the highest interest rate permitted by applicable law in the AT&T-13STATE state within fourteen (14) days of the Resolution Date.

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

12.1.1 Except as otherwise specifically provided for in this Agreement including without limitation, Section 11 above (as to billing disputes), no claim may be brought for any dispute arising from this Agreement and the Commercial Relationship more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of or relating to this Agreement and with respect to all dealings, arrangements, negotiations and/or communications between the Parties relating to this Agreement and the Commercial Relationship without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement and the Commercial Relationship.

12.3 Commencing Dispute Resolution

12.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach and Commercial Relationship. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

12.3.1.1 Billing disputes: Billing Disputes between the Parties arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Section 11 above and Section 12.5 below.

12.3.1.2 Informal Dispute Resolution (described below); and

12.3.1.3 Formal Dispute Resolution (described below).

12.4 Informal Resolution of Non-Billing Disputes

12.4.1 Billing disputes which are addressed in Section 11 of this Agreement are not subject to this Informal Resolution Process.

12.4.2 Upon receipt by one Party of notice of a non-billing related dispute by the other Party pursuant to Section 12.3.1 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement and the Commercial Relationship. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. If the Parties are unable to resolve the non-billing dispute through informal dispute resolution procedures within sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.1 of this Agreement, then either Party may invoke Formal Dispute Resolution under Section 12.5 of this Agreement, or the Parties may agree, in writing, to extend the informal dispute resolution period for the number of days that they deem necessary to resolve the dispute.

12.5 Formal Dispute Resolution

12.5.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 11 above (as to billing disputes) or Section 12.4 above (as to non-billing related disputes), then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.5. Formal Dispute Resolution procedures may not be invoked by either Party with respect to non-billing

related disputes earlier than the date that is sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.1 of this Agreement.

12.5.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through the informal procedure described in Section 11 above (as to billing disputes) will be subject to mandatory arbitration pursuant to Section 12.6 below:

12.5.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement and the Commercial Relationship in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating a billing dispute under Section 11 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating a billing dispute under Section 11 the Parties will annualize the actual number of months billed.

12.5.2.2 All Other Claims and Relief. Any claim and any relief other than as specified in Section 12.5.2.1 is not subject to mandatory arbitration. Except to the extent that both parties otherwise agree, either Party may proceed with any remedy available to it pursuant to law or equity before any appropriate judicial or regulatory authority with jurisdiction over the parties and subject matter of the claim which shall be subject to the Limitation of Liability and Indemnity provisions set forth in this Agreement.

12.5.3 All Other Claims and Relief. Any claim and any relief other than as specified in Section 12.5.2.1 is not subject to mandatory arbitration. Except to the extent that both parties otherwise agree, either Party may proceed with any remedy available to it pursuant to law or equity before any appropriate judicial or regulatory authority with jurisdiction over the parties and subject matter of the claim which shall be subject to the Limitation of Liability and Indemnity provisions set forth in this Agreement.

12.6 Arbitration

12.6.1 Disputes subject to mandatory arbitration (or when arbitration is agreed to by both Parties) under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. All arbitrations will be held in Dallas, Texas unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13. NONDISCLOSURE

13.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its end user customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to

treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its end user customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

- 13.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this Section 13, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation an end user customer).
- 13.3 This Section 13 will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or data prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.
- 13.4 The provisions of this Section 13 shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

14. PUBLICITY

- 14.1 Except as may be expressly provided elsewhere in this Agreement (including without limitation the Attachments), the Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement or business relationships by the other Party or any of its employees without such Party's prior written approval. Each Party will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain symbols, pictures, or language from which a connection to said name and/or marks may be inferred or implied.

15. ASSIGNMENT

- 15.1 CARRIER may not assign, subcontract, or otherwise transfer any of its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to CARRIER and AT&T-13STATE and with AT&T-13STATE's prior written consent, which consent shall not be unreasonably withheld.

16. NOTICES

- 16.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement, including without limitation, Section 7 above to be delivered to another representative, point of contact or specific manner, shall be: (a) delivered personally; or (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by facsimile; provided that a paper copy is also sent by a method described above in subsections (a), (b) or (c).
- 16.2 Except as otherwise explicitly provided for in this Agreement including, without limitation, Section 16.1 above, Notices will be deemed given as of the earliest of: (a) the date of actual receipt; or (b) the next Business Day when sent via express overnight delivery service; or (c) five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or (d) on the date set forth on the confirmation

produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

16.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Brenda McDonald/Vice President Carrier Relations	Contract Management ATTN: Notices Manager
STREET ADDRESS	2 Charlesgate West	311 S. Akard, 9 th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Boston, MA 02214	Dallas, TX 75202
FACSIMILE NUMBER	(617) 369-1082	(214) 464-2006

Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

16.4 In addition, Carrier agrees that it is responsible for providing AT&T-13STATE with Carrier's OCN and ACNA numbers for the states in which Carrier is authorized to do business and in which Carrier is requesting that this Agreement apply. Notwithstanding the other provisions of this Section 16, Carrier shall provide the OCN and ACNA numbers to AT&T-13STATE through its "CLEC Profile", using the web-based interface that AT&T-13STATE provides for such purposes. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T-13STATE to be received at least 30 days prior to the change and/or addition in accordance with this Section 16 notice provision; Carrier shall also update its CLEC Profile through the web-based interface.

17. THIRD PARTY BENEFICIARIES

17.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third party beneficiary rights hereunder. This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

18. TAXES

18.1 CARRIER shall be responsible for all federal, state or local, sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax(es)") imposed on or with respect to the products and/or services provided under this Agreement including those Taxes the incidence of which is imposed on AT&T-13STATE other than taxes imposed on the income of AT&T-13STATE. CARRIER shall reimburse AT&T-13STATE for the amount of any such Taxes that AT&T-13STATE is required to pay or collect. CARRIER agrees to indemnify and hold harmless AT&T-13STATE for any costs incurred by AT&T-13STATE as a result of actions taken by the applicable taxing authority to collect the Tax from AT&T-13STATE due to the failure of CARRIER to pay or collect and remit any Tax to such authority. Nothing shall prevent AT&T-13STATE from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills CARRIER for such Tax, or (2) it collects the Tax from CARRIER. Notwithstanding anything in this Agreement to the contrary, CARRIER shall be liable for and AT&T-13STATE may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

18.2 CARRIER acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules - Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CARRIER agrees that it will directly

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report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.

- 18.3 To the extent a purchase of any products and/or services provided under this Agreement is claimed to be for resale and thus subject to tax exemption, CARRIER shall furnish AT&T-13STATE a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the CARRIER for any period prior to the date that CARRIER presents a valid certificate. If applicable law excludes or exempts a purchase of a product and/or service provided under this Agreement from a Tax, but does not also provide an exemption procedure, then AT&T-13STATE will not collect such Tax if CARRIER (a) furnishes AT&T-13STATE with a letter signed by an officer of the CARRIER claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies AT&T-13STATE with an indemnification agreement, reasonably acceptable to AT&T-13STATE, which holds AT&T-13STATE harmless from any Tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 18.4 With respect to any Tax or Tax controversy covered by this Section 18, CARRIER is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any Tax that it is ultimately obligated to pay. CARRIER will ensure that no lien is attached to any asset of AT&T-13STATE as a result of any contest. CARRIER shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by AT&T-13STATE shall be refunded to AT&T-13STATE.
- 18.5 If a Party is assessed by a taxing authority or jurisdiction any Tax which has been paid by or been invoiced to the other Party that arises in conjunction with or directly related to this Agreement, then the Parties will work cooperatively and assist each other as necessary in resolving the matter with the taxing authority or jurisdiction.

19. EFFECTIVE DATE, TERM, EXPIRATION AND TERMINATION

- 19.1 The Effective Date of this Agreement shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Agreement (the "Effective Date").
- 19.2 Except as otherwise provided herein, the term (the "Term") of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 19, 2007 (the "Expiration Date"). This Agreement shall automatically terminate on the first day following the Expiration Date of the Term ("Termination Date"), unless both Parties otherwise agree to extend the Term in writing via an amendment to this Agreement. Otherwise, upon the Termination Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in Section 19.7 below and pursuant to Survival, Section 32.
- 19.3 In the event that CARRIER should wish to pursue a successor agreement with AT&T-13STATE to have in place upon the Termination Date of this Agreement, CARRIER must provide AT&T-13STATE with a written request to negotiate no later than 180 days prior to the Expiration Date of this Agreement. Upon AT&T-13STATE's receipt of CARRIER's request to negotiate, the Parties shall commence good faith negotiations for a successor agreement.
- 19.4 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Termination Date set forth in Section 19.2 above.
- 19.5 Notwithstanding any other provision of this Agreement, and in addition to AT&T-13STATE's rights to terminate under other Sections of this Agreement, including without limitation Sections 19.8, 19.9, and 32, a Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or breaches a material provision of this Agreement and the other Party fails to cure such nonperformance or

breach by 5:00 p.m. Central Time on the 45th calendar day after receipt of written notice thereof. If the Party against which the claim of nonperformance or breach is made materially and in good faith disagrees with the claim, it shall notify the claiming Party of its disagreement in writing by 5:00 p.m. Central Time of the 14th day following receipt of the nonperformance/breach notice, providing with specificity the basis for its disagreement, and the dispute shall then be resolved between the Parties pursuant to Section 11 above (as to billing disputes) and Section 12 above. If the nonperformance/breach is not disputed in a timely manner, the Party shall cure the nonperformance/breach and certify in writing to the other by deadline on the 45th day that the nonperformance/breach has been cured. Any termination of this Agreement pursuant to this Section 19 shall take effect in accordance with the written notice delivered to the nonperforming/breaching Party after it failed to cure and/or to certify by the deadline on that 45th day.

- 19.6 By the Expiration Date or Termination Date of this Agreement, AT&T-13STATE and CARRIER shall cooperate in good faith to effect an orderly transition of CARRIER's customers (including without limitation its end user customers) who are being served by CARRIER using the products and/or services hereunder; provided that CARRIER shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its customers (including without limitation its end user customers) have been transitioned to another serving arrangement or to a different telecommunications carrier by the Expiration Date or Termination Date of this Agreement or that such customers (including without limitation its end user customers) have otherwise been informed by CARRIER that their CARRIER-provided products and/or services will be discontinued/disconnected by CARRIER on or before the Expiration Date or Termination Date, unless otherwise provided herein or agreed by both Parties. If, before the Expiration Date or Termination Date, CARRIER has not transitioned or disconnected/discontinued the services that are being provided using the products and/or services hereunder, then AT&T-13STATE may terminate any such CARRIER services still in-service on the first day following such Expiration Date or Termination Date unless otherwise agreed in a writing signed by both Parties.
- 19.7 Upon the Expiration Date or Termination Date of this Agreement, in one or more State, neither Party shall have any further obligation under this Agreement in such State or State(s), except:
- 19.7.1 Each Party's confidentiality obligations shall survive; and
- 19.7.2 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- 19.7.3 As provided in Survival, Section 32; and
- 19.7.4 As may be provided elsewhere in the Agreement (including without limitation the Attachments).
- In any event, AT&T-13STATE shall be under no obligation to provision any products and/or services pursuant to this Agreement as of and after the Expiration Date or Termination Date.
- 19.8 In the event that any federal or state government action (including by a regulatory agency, a court, or a legislature) requires AT&T-13STATE to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement to CARRIER, any other telecommunications carrier, or any other person or entity, or b) permit or otherwise allow CARRIER, any other telecommunications carrier or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement, including by way of example, at prices or price structure/application or arrangements different than agreed to in this Agreement as a whole by the Parties, the Parties both agree, except to the extent prohibited by law, to waive their respective rights to such change in the Agreement, including but not limited to waiving any right they may have to obtain the terms available to other carriers, persons or entities as a result of such government action. However, if the Parties are prohibited from legally waiving the effects of such government action, then as between the Parties the procedures of Section 32 (Severability) shall be invoked to address those provisions that were required to be provided, modified, or otherwise made available to CARRIER, any other telecommunications carrier, or any other person or entity. Where the foregoing invocation of Section 32 (Severability) results in a right to terminate and is the result of a state government action, the right shall arise only in the state in

which such action occurred and any termination of this Agreement would be for that state only (unless this Agreement is terminated pursuant to Section 19.9).

- 19.9 Section 19.9 (all references to Section 19.9 expressly includes its subsections) applies in accordance with its provisions, notwithstanding Section 19.8 or any other provision in this Agreement to the contrary.

19.9.1 **AT&T-13STATE** shall have the right to terminate this Agreement in whole or in part, upon written notice to CARRIER, in the event that any federal action, or state government actions in two or more states, (including by a regulatory agency, a court, or a legislature) requires **AT&T-13STATE** to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement to any other telecommunications carrier, or any other person or entity, or b) permit or otherwise allow CARRIER, any other telecommunications carrier or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement as they were agreed to by the Parties, including by way of example, at prices or price structure/application or arrangements different than agreed to in this Agreement as a whole by the Parties. If such state government action only occurs in one state, **AT&T-13STATE** shall have the right to terminate the Agreement in that state by written notice to CARRIER. If such government action occurs at the federal level or in two or more states, **AT&T-13STATE** shall have the right to terminate, at its election, the Agreement in its entirety or, alternatively, only in one or more of the affected states, by written notice to CARRIER.

19.9.2 This Agreement shall be null and void, automatically and in its entirety in any single state if this Section 19.9 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect in such state. This Agreement shall be null and void, automatically and in its entirety if either a) by state government action in two or more states, or b) by federal government action, this Section 19.9 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect by such state and/or federal government action(s).

19.9.3 Any termination or invalidation of this Agreement under this Section 19.9 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and **AT&T-13STATE** and CARRIER agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on CARRIER's customers (including without limitation its end user customers) who are being served using the products and/or services hereunder.

19.9.4 Each Party understands and acknowledges that (i) any right to terminate under this Section 19.9 becomes available even if this Agreement between the Parties themselves would otherwise be unaffected by the triggering federal or state government action; and (ii) that this Section 19.9 (as well as Section 19.8) is triggered and applies on each occurrence of any federal or state government action described in Sections 19.8, 19.9.1 and/or 19.9.2.

- 19.10 In addition, **AT&T-13STATE** shall have the right, at its sole discretion, to terminate this Agreement if an "Event of Default" occurs, with neither any notice of default by **AT&T-13STATE** nor an opportunity for cure by CARRIER required. Such right shall be exercised by providing a written notice to terminate to CARRIER. Events of Default include the following, each of which the Parties agree would be a material breach of this Agreement:

19.10.1 The filing of a bankruptcy by CARRIER or any of its Affiliates (including the corporate parent of CARRIER, if any), pursuant to Chapter 7 or 11 of Title 11 of the United States Code.

19.10.2 The assignment, subcontracting, or otherwise transferring of CARRIER's rights or obligations under this Agreement in violation of Section 15.

20. WAIVER

- 20.1 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but

this Agreement shall be and remain at all times, in full force and effect, unless terminated or amended as provided for herein.

21. DISCLAIMER OF WARRANTIES

- 21.1 **AT&T-13STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, AND AT&T-13STATE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR INTENDED OR PARTICULAR PURPOSE FOR EACH PRODUCT AND SERVICE. ADDITIONALLY, AT&T-13STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY CARRIER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.**

22. RELATIONSHIP OF THE PARTIES

- 22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party (and each Party's contractor(s), if any) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 22.2 This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent or representative for the other unless written authority, separate from this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

23. FILING OF AGREEMENT; GOVERNMENTAL REQUIREMENT

- 23.1 To the extent required (and not exempted), the Parties understand and agree that this Agreement will be filed with the Federal Communications Commission pursuant to 47 U.S.C. § 211.
- 23.2 The Parties further understand and agree that to the extent a Party ("Disclosing Party") is requested, required or ordered by a state regulatory body or a court of competent jurisdiction finds, that this Agreement should be filed, or that such Agreement should be submitted to a state regulatory body for approval, or should a regulatory body or court of competent jurisdiction find that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party must provide the other Party ("Receiving Party") with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding.

24. AMENDMENTS AND MODIFICATIONS

- 24.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and

signed by an authorized representative of both Parties. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

25. INTERPRETATION/JOINT WORK PRODUCT

25.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective representatives and legal counsel, and shall be fairly interpreted in accordance with its provisions and, in the event of any ambiguities, no inferences shall be drawn against either Party.

26. NO LICENSE

26.1 Except as otherwise expressly provided in this Agreement (including without limitation any Attachment), no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

27. INTELLECTUAL PROPERTY

27.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

28. COMPLIANCE AND CERTIFICATION

28.1 Each Party shall comply at its own expense with all applicable laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of applicable law.

28.2 CARRIER warrants that, to the extent applicable and required, it has obtained all necessary State certification required in each State covered by this Agreement. Upon request, each Party shall provide proof of certification.

28.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other third parties that may be required in connection with the performance of its obligations under this Agreement.

28.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA, to the extent applicable.

29. NETWORK MAINTENANCE AND MANAGEMENT

29.1 The Parties will exchange information appropriate for the implementation and performance of this Agreement (for example, as applicable, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.).

29.2 Each Party will provide a 24-hour contact number for network management issues to the other's surveillance management center.

29.3 CARRIER shall not use any products and/or services hereunder in any manner that interferes with or impairs or undermines service over any facilities of **AT&T-13STATE**, its Affiliated companies or other connecting telecommunications carriers, prevents any telecommunications carrier from using its telecommunications service, impairs the quality or the privacy of telecommunications service to other carriers or to either Party's end users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue using or refuse to provide the products and/or services hereunder, but only for so long as the other Party is violating this

provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

30. CUSTOMER INQUIRIES/END USER NOTICES

- 30.1 Except as may otherwise be required hereunder, each Party will refer all questions regarding the other Party's services or products directly to the other Party.
- 30.2 Except as may otherwise be required hereunder, each Party will ensure that its representatives who receive inquiries regarding the other Party's services:
 - 30.2.1 Direct the caller to the other Party if the caller inquires about the other Party's services or products; and
 - 30.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 30.3 CARRIER shall be responsible for all notices and other communications with its customers (including without limitation end user customers), including without limitation any notices of pending disconnection due to the termination or expiration of this Agreement.

31. INSURANCE

- 31.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by applicable law:
 - 31.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 31.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. AT&T-13STATE, its affiliates, officers, agents and employees shall be listed as additional insured on the Carrier's Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-13STATE. The Carrier's liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-13STATE.
 - 31.1.3 If use of a motor vehicle is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
 - 31.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 31.1.1 through 31.1.3 of this Agreement.
 - 31.1.5 The Parties agree that companies affording the insurance coverage required under this Section 31 shall have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
 - 31.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
 - 31.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

- 31.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 31.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 31.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
 - 31.1.7.4 A certificate of insurance stating the types of insurance and policy limits provided the contractor must be received prior to the commencement of any work.
- 31.1.8 This Section 31 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement, including without limitation any LWC Appendix.

32. SEVERABILITY

- 32.1 Except as otherwise provided herein, if any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith and diligent efforts to amend this Agreement to replace the unenforceable provision with an enforceable provision that is mutually acceptable and that reflects the intent of the unenforceable provision as closely as possible; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such rejection or holding shall permit either Party to terminate this Agreement upon 90 days written notice to the other, during which time the Parties shall work cooperatively to establish an orderly transition of CARRIER's customers/End Users to other serving arrangements. In any situation in which the right to terminate under this Section 32.1 is triggered by State government action, the right to terminate shall arise only in the State in which such action occurred and would apply for that State only unless this Agreement otherwise permits a Party to terminate this Agreement in more than one State, including without limitation in its entirety.

33. SURVIVAL

- 33.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following sections are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Sections 19 (Effective Date, Term, Expiration and Termination), 10 (Limitation of Liability/Indemnity), 21 (Disclaimer of Warranties), 11 (as to any billing/charges matters hereunder), 12 (as to any disputes hereunder), 13 (Nondisclosure) and 18 (Taxes).

34. AUTHORITY

- 34.1 Each of the AT&T-13STATE ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the AT&T-13STATE ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-13STATE ILEC. Each of the AT&T-13STATE ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

34.2 CARRIER represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

34.3 Each individual whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

35. COUNTERPARTS

35.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

36. ENTIRE AGREEMENT

36.1 AT&T-12STATE only: The rates, terms and condition contained in this Agreement and any Attachments, appendices, exhibits, schedules, and addenda and other documents or instruments referred to herein and incorporated into this Agreement by reference (if any) constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

36.2 AT&T CONNECTICUT only: The rates, terms and conditions contained in this Agreement and any Attachments, appendices, exhibits, schedules, Addenda, and commission tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

COMMERCIAL AGREEMENT

Signatures

Trans National Communications International, Inc.

Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana, Michigan Bell Telephone Company d/b/a AT&T
Michigan, The Ohio Bell Telephone Company d/b/a AT&T
Ohio, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a
AT&T Connecticut, Southwestern Bell Telephone, L.P.
d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri,
AT&T Oklahoma and/or AT&T Texas by AT&T Operations,
Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

TRANSIT TRAFFIC SERVICE APPENDIX PRICING – MISSOURI**Missouri**

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing **AT&T MISSOURI**'s Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.

1.1 When CARRIER's Transit Traffic is 13,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Transiting Zone 1 (Urban, STL, KS)	\$.001712 per minute of use
Transiting Zone 2 (Suburban)	\$.001844 per minute of use
Transiting Zone 3 (Rural)	\$.001918 per minute of use
Transiting Zone 4 (Urban Springfield)	\$.001679 per minute of use
Transiting (Interzone)	\$.001863 per minute of use

1.2 When CARRIER's Transit Traffic is greater than 13,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Transiting Zone 1 (Urban, STL, KS)	\$.002226 per minute of use
Transiting Zone 2 (Suburban)	\$.002397 per minute of use
Transiting Zone 3 (Rural)	\$.002493 per minute of use
Transiting Zone 4 (Urban Springfield)	\$.002183 per minute of use
Transiting (Interzone)	\$.002422 per minute of use

2.0 In the event that **AT&T MISSOURI** cannot mechanically bill on a monthly basis the appropriate rate based on the Transit Traffic volumes originated by CARRIER in Sections 1.1 through 1.2 above, **AT&T MISSOURI** will bill on a monthly basis the transit rates listed in 1.1 above and will true up amounts, if any, on a quarterly basis based on actual Transit Traffic minutes per month for each month of the prior quarter.

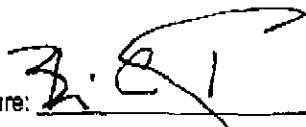
COMMERCIAL AGREEMENT/AT&T-13STATE

PAGE 24 OF 24

AT&T-13STATE/TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.
021006**COMMERCIAL AGREEMENT****Signatures**

Trans National Communications International, Inc.

Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana, Michigan Bell Telephone Company d/b/a AT&T
Michigan, The Ohio Bell Telephone Company d/b/a AT&T
Ohio, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a
AT&T Connecticut, Southwestern Bell Telephone, L.P.
d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri,
AT&T Oklahoma and/or AT&T Texas by AT&T Operations,
Inc., its authorized agent

Signature: Name: Brian Twomey
(Print or Type)Title: President
(Print or Type)Date: 4/20/06Signature: Name: Rebecca L. Sparks
(Print or Type)Title: Executive Director - Regulatory
(Print or Type)Date: 5/23/06



at&t

April 18, 2006

Brenda MacDonald
Vice President Carrier Relations
Trans National Communications International, Inc.
2 Charlesgate West,
Boston, MA 02214

Dear Ms. MacDonald:

Attached is the proposed Commercial Agreement - Transit Commercial Agreement ("Commercial Agreement") between Trans National Communications International, Inc. and Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, AT&T Missouri and AT&T Oklahoma, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") for review and signature. Please execute and date two (2) original signature pages and return the executed/dated signature pages to the following address within thirty (30) days for execution by the AT&T ILECs ("AT&T"):

Contract Processing
311 South Akard, 9th Floor
Dallas, TX 75202

Note that in light of the significant regulatory, legislative and legal changes impacting the telecommunications industry on a regular basis, the attached Provisions may be withdrawn or changed at any time by AT&T prior to their effective date, and will be considered automatically withdrawn 30 days from the date of this letter if your company has not returned signed and dated signature page(s) as provided above by that date. If, after that time, your company still wishes to obtain these type of agreement(s) and/or amendment(s), it must submit a new request to AT&T for consideration.

Please retain the electronic copy of the agreement for your records as additional paper copies will not be sent. After AT&T executes, a fully executed signature page(s) will be returned for your records and AT&T will forward the fully executed Commercial Agreement to its D.C. office for filing with the FCC as provided for in such Commercial Agreement. The Commercial Agreement shall become effective between our Companies ten (10) business days following execution by both parties.

If you have questions regarding the attached, please contact Jennifer Bracken on 214-858-0720.

Sincerely,

Linda Campbell
Manager - Contract Management

Enclosure