

- 3.2 SBC-13STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC-13STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC-13STATE.

4. PRICING

- 4.1 SBC-7STATE will deliver one copy per primary End User listing of SBC-7STATE White Pages, as described in Section 2.7 above, at no charge. SBC-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for SBC CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 SBC MIDWEST REGION 5-STATE - The rates, if any, for SBC MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with SBC MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (and/or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by SBC-13STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix 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 nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix 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.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and

400

void with respect to any issue of SBC-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX CH

402

TABLE OF CONTENTS

1. INTRODUCTION3

2. CLEARINGHOUSE DESCRIPTION4

3. QUALIFYING MESSAGE CRITERIA4

4. RESPONSIBILITIES OF THE PARTIES5

5. PROCESSING CHARGE5

6. BILLING CHARGE5

7. SETTLEMENT REPORT5

8. RETROACTIVE AND LOST MESSAGES6

9. LIMITATION OF LIABILITY6

10. DISCLAIMER OF WARRANTIES6

APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

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

- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 In **SBC 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 **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-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 **SBC-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 **SBC CONNECTICUT**, is technically infeasible in **SBC CONNECTICUT**.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC 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 **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC 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 SBC 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 SBC SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to SBC 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 SBC 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 SBC SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 SBC SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC 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 SBC SOUTHWEST REGION 5-STATE all CH Records required by SBC 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. SBC 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, SBC 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 SBC SOUTHWEST REGION 5-STATE a processing charge in consideration of SBC 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 SBC SOUTHWEST REGION 5-STATE, when SBC 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 SBC 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, SBC 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 SBC 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 SBC 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 SBC 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 SBC SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 SBC 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 SBC SOUTHWEST REGION 5-STATE. Any losses or damage for which SBC 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 SBC 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 SBC 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, SBC 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
TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: SBC-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.

1.0 General:

- 1.1 **Deployment of xDSL Technologies:** SBC-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 **SBC-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 SBC-12STATE is to perform in provisioning the order.
- 2.0 **Loop Makeup Information and Ordering:** SBC-12STATE will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in SBC-12STATE's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in SBC-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 SBC-12STATE's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-12STATE is providing to any other CLEC, SBC-12STATE's retail operations and/or its advanced services affiliate. SBC-12STATE's uniform GUI and application to application OSS interfaces allow CLEC, SBC-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.
- 3.0 **Provisioning Intervals:** SBC-12STATE's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to SBC-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): five (5) 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.
- 4.0 **Loop Conditioning:**
- 4.1 **SBC-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 SBC-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 SBC-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 SBC-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 SBC-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 SBC-12STATE does not guarantee the synchronization of any loop. SBC-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 SBC-12STATE LOC. SBC-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where SBC-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 SBC-12STATE provides to its advanced services affiliate. When SBC-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 SBC-12STATE, SBC-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 SBC-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 SBC-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:** SBC-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:** SBC-12STATE's maintenance shall be as follows: (i) for loops 12,000 feet or less: SBC-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 SBC-12STATE not perform any conditioning, SBC-12STATE maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that SBC-12STATE perform some or all of the available conditioning, SBC-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. SBC-12STATE will resolve CLEC-referred trouble tickets in parity with the repair intervals SBC-12STATE provides its advanced services affiliate.
- 4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to SBC-12STATE and the problem is determined by SBC-12STATE to be in CLEC's network, data equipment or splitter, CLEC shall pay SBC-12STATE, following SBC-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 SBC-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 SBC-12STATE to resolve a trouble, SBC-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 SBC-12STATE determines that an LST can be performed, the SBC-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 SBC-12STATE network-related problem, then CLEC will not be charged the LST rate or for SBC-12STATE's resolution of the trouble. If, however, the trouble is found not to be an SBC-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.
- 5.0 **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 SBC-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 SBC-12STATE if and when a change in PSD mask is made. SBC-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. SBC-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 SBC-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.

6.0 **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 **SBC-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 **SBC-12STATE** configuration cabling and wiring in **SBC-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 **SBC-12STATE's** OSS.

7.0 **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 **SBC-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 **SBC-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 **SBC-12STATE** are performed outside of standard business hours.

8.0 **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 **SBC-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 **"SBC-12STATE"** as used herein means the applicable SBC-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

412

TABLE OF CONTENTS

1. INTRODUCTION3

2. DEFINITIONS3

3. SCOPE OF APPENDIX4

4. RESPONSIBILITIES OF THE PARTIES4

5. COMPENSATION.....5

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES5

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 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.5 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.8 The prices at which **SBC 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 SBC 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 SBC 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 SBC SOUTHWEST REGION 5-STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including SBC 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 SBC SOUTHWEST REGION 5-STATE, SBC 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 SBC SOUTHWEST REGION 5-STATE benefit, shall be remitted by CLEC to SBC SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of SBC SOUTHWEST REGION 5-STATE bill to CLEC for such services.
- 4.4 SBC 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 SBC 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 SBC SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by SBC

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to SBC 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, SBC SOUTHWEST REGION 5-STATE may net amounts due to CLEC under this Appendix against amounts owed to SBC SOUTHWEST REGION 5-STATE when SBC 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 SBC 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. SBC 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)

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS	3
3. NICS DESCRIPTION.....	4
4. RESPONSIBILITIES OF THE PARTIES	4
5. BASIS OF COMPENSATION.....	4
6. TERM OF AGREEMENT	5

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.4 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.5 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.8 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-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 SBC Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.2.21 Nevada Bell Telephone Company d/b/a SBC 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 SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC 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 SBC 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 SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC 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 SBC 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 SBC 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 SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.

420

- 5.2 SBC 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 SBC MIDWEST REGION 5-STATE or CLEC based on netting the amount due SBC 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 9-1-1 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 EAA's
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

[illegible]

(2)					

[illegible]

(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:		Prepared by:
--------------------------	--	--------------

HRC = Home Rule City

ECD	=	Emergency Communications District	voice
COG	=	Council of Governments or Regional Planning Commission	fax

(blank)	= (blank space for use as needed to define another agency type)		email
---------	---	--	-------

STATUS of EXHIBIT:	Date Prepared
--------------------	---------------

[illegible]

HRC = Home Rule City

ECD	=	Emergency Communications District	voice
COG	=	Council of Governments or Regional Planning Commission	fax

(blank)	= (blank space for use as needed to define another agency type)		email
---------	---	--	-------

STATUS of EXHIBIT:	Date Prepared
--------------------	---------------

[illegible]

422

APPENDIX PRICING (MISSOURI)

TABLE OF CONTENTS

1. INTRODUCTION	3
2. RECURRING CHARGES	7
3. NON-RECURRING CHARGES	7
4. BILLING	7

APPENDIX PRICING (MISSOURI)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) 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 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-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 **SBC 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.
- 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 SBC 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, SBC 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 SBC 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, **SBC 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 SBC 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 SBC 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 <u>SBC MISSOURI</u> exchanges which are classified as Rate group D exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group B exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff
Zone 3	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group A exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group C exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

- 1.9 **SBC 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, **SBC 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 **SBC 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 **SBC 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 **SBC MISSOURI's** current generic contract rate for the Product or Service set forth in **SBC MISSOURI's** applicable state-specific generic pricing schedule as published on **SBC 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 **SBC 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 **SBC 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 **SBC 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 **SBC MISSOURI** for that Product or Service and incorporated into **SBC MISSOURI's** current state-specific generic pricing schedule as published on **SBC 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 **SBC MISSOURI** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC 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, **SBC 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 **SBC 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 **SBC 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 SBC 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, SBC 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 SBC MISSOURI network, without any changes to SBC 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 SBC 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 SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MO/NEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
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			** 2-Wire Analog Zone 1 (Urban STL, KC) - UNE-P	RB9	\$ 12.71	NA	NA	
8			** 2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	\$ 20.71	NA	NA	
9			** 2-Wire Analog Zone 3 (Rural) - UNE-P	RB9	\$ 33.29	NA	NA	
10			** 2-Wire Analog Zone 4 (Urban Springfield) - UNE-P	RB9	\$ 18.23	NA	NA	
11			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
12			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
13			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
14			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
15			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
16			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
17			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
18			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
19			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
20			** 2-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB8	\$ 25.79	NA	NA	
21			** 2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	\$ 42.10	NA	NA	
22			** 2-Wire Digital Zone 3 (Rural) - UNE-P	RB8	\$ 58.44	NA	NA	
23			** 2-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB8	\$ 41.44	NA	NA	
24			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94	
25			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94	
26			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94	
27			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94	
			4-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB6	\$ 101.18	NA	NA	
			4-Wire Digital Zone 2 (Suburban) - UNE-P	RB6	\$ 106.06	NA	NA	
			4-Wire Digital Zone 3 (Rural) - UNE-P	RB6	\$ 107.89	NA	NA	
			4-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB6	\$ 101.39	NA	NA	
28			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03	
29			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03	
30			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03	
31			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03	
32		UNE-P Loop Non Recurring Rate	2W Analog - UNE-P - NRC - all zones	NRFR1	NA	\$ 26.07	\$ 11.09	
33			2W Digital - UNE-P - NRC - all zones	NRFR3	NA	\$ 57.77	\$ 30.22	
34			4W Digital - UNE-P - NRC - all zones	NRFR4	NA	\$ 136.63	\$ 53.94	
35								
36		DSL Capable Loops						
37		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
38			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
39			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
40			*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	
41			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
42			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
43			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
44			*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
45			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
46			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
47			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
48			*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
49			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09	
50			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09	
51			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09	
52			*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09	
53			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICE Traffic
SCHEDULE OF PRICES
SBC MONEUTRAL TANDEM

Line	Change/Update	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
54			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09	
55			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09	
56			*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09	
57			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09	
58			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09	
59			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09	
60			*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09	
61		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09	
62			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09	
63			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09	
64			*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09	
65			* USOCs used for inventory purpose only					
66		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$ 30.22	
67			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$ 30.22	
68			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$ 30.22	
69			IDSL Loop Zone 4 (Urban Springfield)	UY5FX	\$ 41.44	\$ 55.77	\$ 30.22	
70		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
71			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A	
72			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
73		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74	
74			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14	
75			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14	
76			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09	
77			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTW	None	\$ 626.25	\$ 32.62	
78			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62	
79			Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24	
80			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47	
81			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47	
82			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96	
83			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11	
84			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11	
85			Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18	
86			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30	
87			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30	
88		Removal of All Bridged Tap (RABT) - MMP						
89			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NONE	\$ 338.64	NONE	
90			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NONE	\$ 876.63	NONE	
91			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops per element incremental	NRMRS	NONE	\$ 338.64	\$ 338.64	
92			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	NONE	\$ 338.64	\$ 338.64	
93		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69	

LINE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC NONEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
94			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69	
95			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69	
96		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 234.50	none	
97			LST performed on Sub Loop	URCLB	none	\$ 227.49	none	
98		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75	
99			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69	
100			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60	
101			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73	
102			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75	
103			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69	
104			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05	
105			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14	
106		Sub-loop Unbundling	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None	
107			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None	
108			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None	
109			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None	
110			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAQ	\$ 6.02	None	None	
111			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None	
112			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None	
113			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None	
114			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None	
115			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None	
116			ECS to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None	
117			ECS to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None	
118			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAS	\$ 4.73	None	None	
119			SAI to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None	
120			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None	
121			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None	
122			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None	
123			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None	
124			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None	
125			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None	
126			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAU	\$ 8.07	None	None	
127			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None	
128			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None	
129			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None	
130			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None	
131			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None	
132			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None	
133			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None	
134			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LEQ	\$ 12.04	None	None	
135			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None	
136			ECS to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None	
137			ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None	
138			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None	
139			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None	
140			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None	
141			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None	
142			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LES	\$ 9.46	None	None	
143			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None	
144			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None	

UNE AECN:
REGALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING
SCHEDULE OF PRICES
SBC MONEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
145			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None	
146			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None	
147			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None	
148			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None	
149			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None	
150			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LEU	\$ 13.13	None	None	
151			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None	
152			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None	
153			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None	
154			ECS to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None	
155			ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None	
156			ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None	
157			ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None	
158			ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None	
159			ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None	
160			ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None	
161			ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None	
162			ECS to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None	
163			ECS to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None	
164			ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None	
165			ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None	
166			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None	
167			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None	
168			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None	
169			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None	
170			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None	
171			SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None	
172			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None	
173			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None	
174			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None	
175			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None	
176			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None	
177			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None	
178			ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None	
179			ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None	
180			ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None	
181			ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None	
182			ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None	
183			ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None	
184			ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None	
185			ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None	
186			ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None	
187			ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None	
188			ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None	
189			ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None	
190			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None	
191			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None	
192			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None	
193			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None	
194			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None	
195			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None	
196			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None	
197			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None	
198			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None	
199			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None	
200			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None	
201			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None	

433

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MONEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
202		Subloop Cross	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25	
203			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73	
204			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25	
205			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73	
		Cross Connects to Point of Access (POA)						
206			2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50	
207			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50	
208			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50	
209			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00	
210			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00	
211			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00	
212			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50	
213			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50	
214			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50	
215			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15	
216			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15	
217			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15	
218			Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A	
219			Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A	
220			Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A	
221			Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
222			Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
223			Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
224		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
225			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05	
226			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05	
227			DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
228			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05	
229			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None	
230			(Suburban)	ULNHS	\$ 8.75	None	None	
231			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None	
232			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None	
233			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None	
234			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
235			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75	
236			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75	
237			DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
238			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75	
239			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None	
240			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None	
241			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None	
242			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None	
243			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None	
		Dedicated Transport Cross Connect						
244			DS1 to Collocation	UCXHX	\$ 11.30	\$ 229.05	\$ 225.05	
245			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50	
246		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
 April 5, 2005

APPENDIX PRICING
 SCHEDULE OF CHARGES
 SBC MISSOURI/TANDEM

Line	Change/Update	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
247			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15	
248		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68	
249			Dark Fiber - Interoffice per foot Zone 1 (Urban STL, KS)	ULNCF	\$ 0.001250	None	None	
250			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None	
251			Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None	
252			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None	
253			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04	
254			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11	
255		Routine Modifications	Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA	
256		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None	
257			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None	
258		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None	
259			Manual Change - Simple	NRBUO	None	\$ 67.25	None	
260			Manual Record - Simple	NRBUU	None	\$ 41.60	None	
261			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None	
262			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None	
263			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None	
264			Manual Expedited - Simple	NRMV1	None	\$ 69.70	None	
265			Manual Customer Not Ready - Simple	NRMV5	None	\$ 69.70	None	
266			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 69.70	None	
267			Manual New - Complex	NRBUR	None	\$ 285.20	None	
268			Manual Change - Complex	NRBUP	None	\$ 158.55	None	
269			Manual Record - Complex	NRBUV	None	\$ 132.85	None	
270			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None	
271			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None	
272			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None	
273			Manual Expedited - Complex	NRMV2	None	\$ 285.20	None	
274			Manual Customer Not Ready - Complex	NRMV6	None	\$ 285.20	None	
275			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 285.20	None	
276			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
277			Electronic New - Complex	NRBAW	None	\$ 5.00	None	
278			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
279			Electronic Change - Complex	NR9G8	None	\$ 5.00	None	
280			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
281			Electronic Record - Complex	NR9G7	None	\$ 5.00	None	
282			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
283			Electronic Disconnect - Complex	NR9G9	None	\$ 5.00	None	
284			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
285			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
286			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None	
287			Electronic Expedited - Complex	NRMVX	None	\$ 5.00	None	
288			Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None	
289			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None	
290			Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 5.00	None	
291			Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 5.00	None	
292			PIC Change Charge	NRBL9	None	\$ 5.00	None	
293		OTHER						
294		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
295			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
296			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
297			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
298			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
299			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
300			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
301			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
302			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None	

UNE AECN:
 RESALE AECN:
 ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MO/NEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
303			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None	
304			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
305			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
306			Reverse Directory Assistance (RDA)	ZZUOB/ZZUO9	\$ 0.65	None	None	
307		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
308			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
309			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
310			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
311			Operator Services-Rate Reference - Initial	NRBDL	None	\$ 2,200.00	None	
312			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
313			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 605.23	None	
314			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 605.23	None	
315		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
316			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$0.00	None	None	
317		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
318			Per local message	Not Applicable	\$ 0.08	None	None	
319		Hosting	Billable Message Records and for access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
320			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
321			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
322			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
323			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
324		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
325			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
326		Maintenance of	Basic Time - per half hour	MVV	None	\$ 42.75	\$ 34.20	
327			Overtime - per half hour	MVV	None	\$ 53.45	\$ 43.35	
328			Premium Time - per half hour	MVV	None	\$ 64.10	\$ 52.50	
329		Time and	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 42.75	\$ 34.20	
330			Overtime - per half hour	ALK, ALT, ALH	None	\$ 53.45	\$ 43.35	
331			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 64.10	\$ 52.50	
332					Annual Rates			
333		Poles and Duct	Poles (\$/attachment/yr.)*		\$ 2.35			
334		(Structure)						
335			Per Foot Conduit Occupancy Fees					
336			Full Duct (\$/ft/yr.)		\$ 0.41			
337			Half Duct (\$/ft/yr.)		\$ 0.21			
338								
339			*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.					
340								
341			Contract Administration Fee			\$ 125.00		
342			Administrative Record-Keeping Fee			\$ 125.00		
343								
344								
345			INTERCARRIER COMPENSATION					
346			Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	\$ 0.0007			
347								
348								
349								
350			** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certain					

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING
SCHEDULE OF PRICES
SBC MONEUTRAL TANDEM

Line	Change/Update	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
351			arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement					
352			based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or					
353			regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the					
354			Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations					
355			are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders					
356			rules and regulations. The Parties recognize and agree that, in the event of any amendment of the					
357			Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other					
358			legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining					
359			to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action					
360			invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant					
361			provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to					
362			be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to					
363			contest the validity of any law, rule, court or regulatory decision or order or other requirement that specifies					
364			provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule					
365			court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missouri					
366			be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provide					
367			such rates, terms and conditions to the Party who originally arbitrated such provisions					
368								
369								
370			BUSINESS		RECURRING	NON-RECURRING		
371			LOCAL EXCHANGE SERVICE					
372			Business 1 Party		19.20%	19.20%	NA	
373			Business - Multi-Line Hunting		19.20%	19.20%	NA	
374			Business Measured		19.20%	19.20%	NA	
375			Business Measured (HTG Class of Service)		19.20%	19.20%	NA	
376							NA	
377			EXPANDED LOCAL CALLING					
378			Mandatory EAS		19.20%	19.20%	NA	
379			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
380							NA	
381			VERTICAL SERVICES					
382			Auto Redial		19.20%	19.20%	NA	
383			Call Blocker		19.20%	19.20%	NA	
384			Call Forwarding		19.20%	19.20%	NA	
385			Call Forwarding - Busy Line		19.20%	19.20%	NA	
386			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
387			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
388			Call Return		19.20%	19.20%	NA	
389			Call Trace		19.20%	19.20%	NA	
390			Call Waiting		19.20%	19.20%	NA	
391			Calling Name		19.20%	19.20%	NA	
392			Calling Number		19.20%	19.20%	NA	
393			ComCall®		19.20%	19.20%	NA	
394			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
395			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
396			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
397			Priority Call		19.20%	19.20%	NA	
398			Remote Access to Call Forwarding		19.20%	19.20%	NA	
399			Selective Call Forwarding		19.20%	19.20%	NA	
400			Simultaneous Call Forwarding		19.20%	19.20%	NA	
401			Speed Calling 8		19.20%	19.20%	NA	
402			Speed Calling 30		19.20%	19.20%	NA	
403			Three Way Calling		19.20%	19.20%	NA	
404							NA	
405			DID					
406			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA	
407			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA	
408			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA	
409			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/NEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
410			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA	
411			DID (with Multifrequency)		19.20%	19.20%	NA	
412			DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA	
413			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA	
414			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA	
415			DID (51st trunk or network access line)		19.20%	19.20%	NA	
416							NA	
417			TRUNKS				NA	
418			Analog Trunks		19.20%	19.20%	NA	
419			Digital Trunks		19.20%	19.20%	NA	
420							NA	
421			AIN				NA	
422			Area Wide Networking		19.20%	19.20%	NA	
423			Disaster Routing Service		19.20%	19.20%	NA	
424			Intelligent Redirectsm		19.20%	19.20%	NA	
425			Intellinumber		19.20%	19.20%	NA	
426			Positive ID		19.20%	19.20%	NA	
427							NA	
428			OTHER				NA	
429			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA	
430			Customer Alerting Enablement		19.20%	19.20%	NA	
431			Grandfathered Services		19.20%	19.20%	NA	
432			Hot Line		19.20%	19.20%	NA	
433			Hunting		19.20%	19.20%	NA	
434			Local Operator Assistance Service		13.91%	13.91%	NA	
435			Night Number associated with Telephone Number		19.20%	19.20%	NA	
436			Night Number associated with a Terminal		19.20%	19.20%	NA	
437			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
438			Preferred Number Service		19.20%	19.20%	NA	
439			Telebranch®		19.20%	19.20%	NA	
440			Touch Tone		19.20%	19.20%	NA	
441			Voice Dial		19.20%	19.20%	NA	
442			Warm Line		19.20%	19.20%	NA	
443							NA	
444			Data Services				NA	
445			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA	
446			PBX Trunks		19.20%	19.20%	NA	
447			Multi-Service Optical Network (MON)		19.20%	19.20%	NA	
448			OCn-PTP		19.20%	19.20%	NA	
449			DS3		19.20%	19.20%	NA	
450							NA	
451			ISDN				NA	
452			Digilinesm (ISDN BRI)		19.20%	19.20%	NA	
453			Select Video Plus®		19.20%	19.20%	NA	
454			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA	
455			SuperTrunk		19.20%	19.20%	NA	
456							NA	
457			TOLL				NA	
458			IntraLATA MTS		19.20%	19.20%	NA	
459			MaxiMizer 800®		19.20%	19.20%	NA	
460			OutWATS		19.20%	19.20%	NA	
461			800 Service		19.20%	19.20%	NA	
462							NA	
463			OPTIONAL TOLL CALLING PLANS				NA	
464			1+ SAVERsm		19.20%	19.20%	NA	
465			1+SAVER Direct		19.20%	19.20%	NA	
466			Community Optional Saver		19.20%	19.20%	NA	
467			Outstate Calling Area Service		19.20%	19.20%	NA	
468							NA	

UNE AECN:
REALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
 April 5, 2005

APPENDIX PRICING
 SCHEDULE OF SERVICES
 SBC MO/NEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
469			PLEXAR®				NA	
470			Plexar I®		19.20%	19.20%	NA	
471			Plexar II®		19.20%	19.20%	NA	
472			Plexar Custom®		19.20%	19.20%	NA	
473							NA	
474			PRIVATE LINE				NA	
475			Analog Private Lines		19.20%	19.20%	NA	
476			Business Video Service		19.20%	19.20%	NA	
477			Digital Loop Service		19.20%	19.20%	NA	
478			DOVLink		19.20%	19.20%	NA	
479			Foreign Exchange Service		19.20%	19.20%	NA	
480			Foreign Serving Office		19.20%	19.20%	NA	
481			Frame Relay		19.20%	19.20%	NA	
482			Group Alerting Services		19.20%	19.20%	NA	
483			MegaLink II®		19.20%	19.20%	NA	
484			MegaLink III®		19.20%	19.20%	NA	
485			MicroLink I®		19.20%	19.20%	NA	
486			MicroLink II®		19.20%	19.20%	NA	
487			MultiPoint Video		19.20%	19.20%	NA	
488			Service Loop Facility Modification Service		19.20%	19.20%	NA	
489							NA	
490					RESALE DISCOUNTS		NA	
491			RESIDENCE		RECURRING	NON-RECURRING	NA	
492			LOCAL EXCHANGE SERVICE				NA	
493			Life Line and Link Up America Services		19.20%	19.20%	NA	
494			Residence 1 Party		19.20%	19.20%	NA	
495			Residence Measured		19.20%	19.20%	NA	
496							NA	
497			EXPANDED LOCAL CALLING				NA	
498			Mandatory EAS		19.20%	19.20%	NA	
499			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
500							NA	
501			VERTICAL SERVICES				NA	
502			Auto Redial		19.20%	19.20%	NA	
503			Call Blocker		19.20%	19.20%	NA	
504			Call Forwarding		19.20%	19.20%	NA	
505			Call Forwarding - Busy Line		19.20%	19.20%	NA	
506			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
507			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
508			Call Return		19.20%	19.20%	NA	
509			Call Trace		19.20%	19.20%	NA	
510			Call Waiting		19.20%	19.20%	NA	
511			Calling Name		19.20%	19.20%	NA	
512			Calling Number		19.20%	19.20%	NA	
513			ComCall®		19.20%	19.20%	NA	
514			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
515			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
516			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
517			Priority Call		19.20%	19.20%	NA	
518			Remote Access to Call Forwarding		19.20%	19.20%	NA	
519			Selective Call Forwarding		19.20%	19.20%	NA	
520			Simultaneous Call Forwarding		19.20%	19.20%	NA	
521			Speed Calling 8		19.20%	19.20%	NA	
522			Three Way Calling		19.20%	19.20%	NA	
523							NA	
524			ISDN				NA	
525			Digiline		19.20%	19.20%	NA	
526							NA	

439

UNE AECN:
 RESALE AECN:
 ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MONEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
527			OTHER				NA	
528			Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA	
529			Customer Alerting Enablement		19.20%	19.20%	NA	
530			Grandfathered Services		19.20%	19.20%	NA	
531			Hot Line		19.20%	19.20%	NA	
532			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
533			Preferred Number Service		19.20%	19.20%	NA	
534			TouchTone		19.20%	19.20%	NA	
535			Voice Dial		19.20%	19.20%	NA	
536			Warm Line		19.20%	19.20%	NA	
537							NA	
538							NA	
539			OTHER (Resale)				NA	
540					RECURRING	NON-RECURRING	NA	
541			DIRECTORY ASSISTANCE SERVICES		13.91%	13.91%	NA	
542			Nationwide Listing Services (NLS)		13.91%	13.91%	NA	
543							NA	
544			TOLL				NA	
545			Home 800sm		19.20%	19.20%	NA	
546			IntraLATA MTS		19.20%	19.20%	NA	
547							NA	
548			OPTIONAL TOLL CALLING PLANS				NA	
549			1+ SAVERsm		19.20%	19.20%	NA	
550			1+SAVER Direct		19.20%	19.20%	NA	
551			Community Optional Saver		19.20%	19.20%	NA	
552			Outstate Calling Area Service		19.20%	19.20%	NA	
553			900 Call Restriction		19.20%	19.20%	NA	
554			Access Services		0%	0%	NA	
555			Additional Directory Listings		19.20%	19.20%	NA	
556			Bill Plus		5%	5%	NA	
557			Company Initiated Suspension Service		0%	0%	NA	
558			Directory Assistance Services		13.91%	13.91%	NA	
559			Connections with Terminal Equipment and Communications Equipment		0%	0%	NA	
560			Consolidated Billing		5%	5%	NA	
561			Construction Charges		0%	0%	NA	
562			Customer Initiated Suspension Service		0%	0%	NA	
563			Exchange Interconnection Service		0%	0%	NA	
564			Operator Services		13.91%	13.91%	NA	
565			Local Operator Assistance Service		13.91%	13.91%	NA	
566			Maintenance of Service Charges		0%	0%	NA	
567			Prepaid Calling Cards		19.20%	19.20%	NA	
568			Telecommunications Service Priority Systems		0%	0%	NA	
569			Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA	
570			Toll Restriction		19.20%	19.20%	NA	
571			Wireless Carrier Interconnection Services		0%	0%	NA	
572							NA	
573			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
574								
575			Simple conversion charge per billable number		NA	\$ 25.00	NA	
576			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
577			Complex conversion orders per billable number		NA	\$ 125.00	NA	
578								
579			SBC Missouri transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
580			party pub, per occurrence, per dir publisher					
581								
582			OS/DA					
583			Branding - Resellers					
584			- Initial Load	NRBDG	NA	\$1,800.00	NA	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICE Traffic
SCHEDULE OF PRICES
SBC MO/NEUTRAL TANDEM

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
585			- Subsequent Load	NRBDG	NA	\$1,800.00	NA	
586			- Per Call	ZZUCB	\$0.025	NA	NA	
587			External Rater - Resellers					
588			- Initial Load	NRBDL	NA	\$2,200.00	NA	
589			- Subsequent Load	NRBDM	NA	\$1,000.00	NA	

441

**APPENDIX WP
EXHIBIT 1
SBC 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 SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

TABLE OF CONTENTS

1. INTRODUCTION.....	3
----------------------	---

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC 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 SBC-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 **SBC 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 **SBC 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. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC 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. **SBC 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 **SBC 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.

COMMERCIAL AGREEMENT

between

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

and

**Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC,
Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC,
Neutral Tandem-Nevada, LLC, Neutral Tandem-Oklahoma, LLC
and/or Neutral Tandem-Texas, LLC**

TABLE OF CONTENTS

1. INTRODUCTION	4
2. GENERAL DEFINITIONS APPLICABLE TO THE AGREEMENT (INCLUDING THE ATTACHMENTS)	5
3. PRICING	5
4. REUSE OF FACILITIES	5
5. TECHNOLOGY EVOLUTION	6
6. TERMINATION FOR NON-PAYMENT	6
7. BRANDING	6
8. FORCE MAJEURE	7
9. GOVERNING LAW	7
10. LIMITATION OF LIABILITY/INDEMNITY	7
11. BILLING AND PAYMENT OF RATES AND CHARGES AND BILLING DISPUTES	11
12. DISPUTE RESOLUTION	12
13. NONDISCLOSURE	14
14. PUBLICITY	14
15. ASSIGNMENT	14
16. NOTICES	15
17. THIRD PARTY BENEFICIARIES	15
18. TAXES	15
19. EFFECTIVE DATE, TERM EXPIRATION AND TERMINATION	16
20. WAIVER	19
21. DISCLAIMER OF WARRANTIES	19
22. RELATIONSHIP OF THE PARTIES	19
23. FILING OF AGREEMENT; GOVERNMENTAL REQUIREMENT	19
24. AMENDMENTS AND MODIFICATIONS	20
25. INTERPRETATION/JOINT WORK PRODUCT	20
26. NO LICENSE	20
27. INTELLECTUAL PROPERTY	20
28. COMPLIANCE AND CERTIFICATION	20
29. NETWORK MAINTENANCE AND MANAGEMENT	20
30. CUSTOMER INQUIRIES/END USER NOTICES	21
31. INSURANCE	21
32. SEVERABILITY	22
33. SURVIVAL	22
34. AUTHORITY	22

35. COUNTERPARTS	23
36. ENTIRE AGREEMENT	23

COMMERCIAL AGREEMENT

General Terms and Conditions

This Agreement is entered into by and between Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-Oklahoma, LLC and/or Neutral Tandem-Texas, LLC (hereinafter referred to as "CARRIER" or "CLEC") and SBC-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 SBC-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 hereby 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 Service Appendix Pricing-Arkansas
 - Transit Traffic Service Appendix Pricing-Indiana
 - Transit Traffic Service Appendix Pricing-Kansas
 - Transit Traffic Service Appendix Pricing-Missouri
 - Transit Traffic Service Appendix Pricing-Nevada
 - Transit Traffic Service Appendix Pricing-Oklahoma
 - Transit Traffic Service Appendix Pricing-Texas
- 1.3 This Agreement includes certain Attachments, appendices, exhibits, schedules and addenda, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.
- 1.4 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.
- 1.5 The facilities used by SBC-13STATE to provide the products and/or services hereunder shall remain the property of SBC-13STATE.
- 1.6 Except for as may be expressly set forth or attached to and which are specific to an Attachment, 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 SBC-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 SBC-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 **"SBC CALIFORNIA"** means Pacific Bell Telephone Company d/b/a SBC California.
- 2.2 **"SBC CONNECTICUT"** means The Southern New England Telephone Company d/b/a SBC Connecticut.
- 2.3 **"SBC MIDWEST REGION 5-STATE"** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.4 **"SBC NEVADA"** means Nevada Bell Telephone Company d/b/a SBC Nevada.
- 2.5 **"SBC OKLAHOMA"** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma.
- 2.6 **"SBC SOUTHWEST REGION 5-STATE"** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas in Arkansas, Kansas, Missouri, Oklahoma, and/or Texas, respectively.
- 2.7 **"SBC-2STATE"** means SBC CALIFORNIA and SBC NEVADA.
- 2.8 **"SBC-8STATE"** means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC CONNECTICUT.
- 2.9 **"SBC-13STATE"** means SBC-2STATE, SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, and SBC Connecticut.
- 2.10 **"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).
- 2.11 **"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 10 percent.
- 2.12 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable SBC-13STATE ILEC does not provision new orders for retail telecommunications services. The use of only "day" in this Agreement refers to a calendar day.
- 2.13 **"Intellectual Property"** means copyrights, patents, trademarks, service marks, trade secrets, mask works and all other intellectual property rights.
- 2.14 **"Service Area"** means a geographic area in which SBC-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 SBC-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), SBC-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 SBC-13STATE with all information necessary for SBC-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 its end user customers) changes its provider of service being provided by those existing facilities, and the network facilities are provided by the same network provider.

5. TECHNOLOGY EVOLUTION

- 5.1 Nothing in this Agreement shall constrain or otherwise limit SBC-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. SBC-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 SBC-13STATE chooses.

6. TERMINATION FOR NON-PAYMENT

- 6.1 Notwithstanding anything to the contrary in this Agreement (except to the extent expressly provided otherwise in an Attachment, and then only to the products and/or services available under that Attachment), upon nonpayment of any charges due under this Agreement, or upon violation of any conditions governing the furnishing of these products and/or services under this Agreement, SBC-13STATE may, without incurring any liability discontinue furnishing service under this Agreement ("termination") upon proper notice as provided for in Section 16 below. Without prejudice to its rights to terminate, SBC-13STATE may then bill CARRIER for the charges which should have been collected by SBC-13STATE or the actual revenues collected by the CARRIER from its end-users for the stated violation, whichever is greater. If CARRIER disputes the violation, it shall notify SBC-13STATE in writing within fourteen (14) days of receipt of notice from SBC-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 SBC-13STATE in writing that the violation has been corrected prior to expiration of the thirty (30) day notice 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). At its option, SBC-13STATE may net amounts owed by CARRIER against funds which otherwise might be due to CARRIER from SBC-13STATE under this or any other agreement between the Parties. In the case of termination, all applicable charges, including without limitation outstanding charges, interest charges, late payment fees and termination charges shall become due. If SBC-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 SBC-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 SBC-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 SBC-13STATE or its Affiliates, or (ii) state or imply that there is any joint

business association or similar arrangement with **SBC-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 **SBC-13STATE** will not provide for CARRIER branding of those products and/or services.

- 7.2 **SBC-13STATE** shall not be obligated by this Agreement to provide CARRIER with branding of any kind including but not limited to, technician apparel, vehicles, forms; nor shall the **SBC-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 **SBC-13STATE** shall not be responsible for delays or failures in performance resulting from acts or occurrences beyond **SBC-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 **SBC-13STATE**'s reasonable control. **SBC-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, **SBC-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 **SBC-13STATE** State in which the product(s) and/or service(s) at issue was provided and, if agreement cannot be reached upon which state law applies or if the same issues involves the provision of product(s) and/or service(s) in multiple states, the laws of the State of Texas shall apply, each 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 **SBC-13STATE** tariffs and products purchased by CARRIER from **SBC-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 **SBC-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

452

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 **SBC-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 and subject to Section 10.1.5 below, 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 **SBC-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 **SBC-13STATE**'s gross negligence or willful misconduct, subject to Section 10.1.5 below.

- 10.1.5 In the event that any Party to this Agreement or any third party ("Claiming Party") claims that any Loss was result of the gross negligence or willful or intentional misconduct of another Party ("Responding Party") to this Agreement, then the Claiming Party must establish and a court of competent jurisdiction or an Arbitration Panel, as applicable, must find: (1) that action was taken by a fourth level or higher employee of SBC-13STATE or by a comparable level employee of CARRIER; and (2) the action was taken with the specific intent to knowingly violate the law or this Agreement in a manner that would constitute a material breach and to knowingly harm the other Party or constituted an intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the other Party; and (3) the intentional action or intentional failure to perform a manifest duty was the principal cause of a material adverse effect on the Responding Party. In the event that a Party to this Agreement establishes and a court of competent jurisdiction or an Arbitration Panel, as applicable, finds that any claimed Loss is the result of another Party's to this Agreement own gross negligence or willful or intentional misconduct (as provided in Dispute Resolution, Section 12, of this Agreement), through findings of fact and conclusions of law issued by such court or Arbitration Panel, then and only then the court of competent jurisdiction or Arbitration Panel, as applicable, award up to treble monetary damages (excluding attorneys fees, interests and costs) for such gross negligence or intentional conduct.
- 10.1.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED IN ANY OTHER AGREEMENT(S) BETWEEN THE PARTIES, 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 SBC-13STATE OPERATES (BUT EXCLUDING ANY CLAIMS, LOSS(ES) AND DISPUTES RELATING TO OR ARISING OUT OF ANY SBC-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.

10.2 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 including without limitation Section 10.1.5, 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, SBC-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 SBC-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 SBC-13STATE for damages to SBC-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 SBC-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than SBC-13STATE. Upon reimbursement for damages, SBC-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 SBC-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 SBC-13STATE facilities and hereby agrees to release, defend and indemnify SBC-13STATE, and hold SBC-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 SBC-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 SBC-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.

456

- 11.3 A good faith billing dispute under this Agreement requires CARRIER to provide a written claim to SBC-13STATE to permit SBC-13STATE to investigate the merits of the dispute. Such claim must identify the following within ten (10) Business Days from the date SBC-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 SBC-13STATE shall be referred to SBC-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 SBC-13STATE state. If the dispute is decided in favor of SBC-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 SBC-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 SBC-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 Except as may otherwise be provided under another agreement between the Parties, 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.

457

- 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.

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.

12.6 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 attorney's 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 SBC-13STATE and with SBC-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	SBC-13STATE CONTACT
NAME/TITLE	John Barnicle President	Contract Management ATTN: Notices Manager
STREET ADDRESS	1 South Wacker Drive Suite 200	311 S. Akard, 9 th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Chicago, IL 60606	Dallas, TX 75202
FACSIMILE NUMBER	312-346-3276	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.

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 SBC-13STATE other than taxes imposed on the income of SBC-13STATE. CARRIER shall reimburse SBC-13STATE for the amount of any such Taxes that SBC-13STATE is required to pay or collect. CARRIER agrees to indemnify and hold harmless SBC-13STATE for any costs incurred by SBC-13STATE as a result of actions taken by the applicable taxing authority to collect the Tax from SBC-13STATE due to the failure of CARRIER to pay or collect and remit any Tax to such authority. Nothing shall prevent SBC-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 SBC-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 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 SBC-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 SBC-13STATE will not collect such Tax if CARRIER (a) furnishes SBC-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 SBC-13STATE with an indemnification agreement, reasonably acceptable to SBC-13STATE, which holds SBC-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 SBC-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 SBC-13STATE shall be refunded to SBC-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 18, 2006 (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 SBC-13STATE to have in place upon the Termination Date of this Agreement, CARRIER must provide SBC-13STATE with a written request to negotiate no later than 180 days prior to the Expiration Date of this Agreement. Upon SBC-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 SBC-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 Upon the Expiration Date or Termination Date of this Agreement, SBC-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 SBC-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, SBC-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 SBC-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 SBC-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 SBC-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, SBC-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, SBC-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 SBC-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, SBC-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 SBC-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 **SBC-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 SBC-13STATE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR INTENDED OR PARTICULAR PURPOSE FOR EACH PRODUCT AND SERVICE. ADDITIONALLY, SBC-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 SBC-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 Attachment, 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 Attachment and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 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 Attachment involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 31.1.3 If use of an automobile 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 Attachment to maintain in force the insurance coverage and limits required in Sections 31.1.1 through 31.1.3 of this Attachment.
- 31.1.5 The Parties agree that companies affording the insurance coverage required under this Section 31 shall have a rating of B+ or better and a Financial Size Category rating of VII 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 Attachment 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 Attachment; 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.

31.1.8 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 Attachment, including without limitation any LWC Appendix.

32. SEVERABILITY

32.1 Except as otherwise provided herein, if any provision of this Attachment is rejected or held to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith and diligent efforts to amend this Attachment 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 Attachment 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 SBC-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 SBC-13STATE ILEC(s) for which this Agreement is

executed represents and warrants that SBC Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-13STATE ILEC. Each of the SBC-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 limited liability corporation duly organized, validly existing and in good standing 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 SBC-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 SBC 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

Please indicate the CARRIER OCN & ACNA next to the state(s) in which the CARRIER is authorized to do business and in which the CARRIER is requesting this Agreement apply:

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ARKANSAS	_____	_____	MISSOURI	_____	_____
CALIFORNIA	_____	_____	NEVADA	_____	_____
CONNECTICUT	_____	_____	OHIO	_____	_____
ILLINOIS	_____	_____	OKLAHOMA	_____	_____
INDIANA	<u>097D</u>	<u>OWS</u>	TEXAS	<u>903C</u>	<u>OWS</u>
KANSAS	_____	_____	WISCONSIN	_____	_____
MICHIGAN	_____	_____			

In the event CARRIER wants to change and/or add to the OCN and/or ACNA information set forth above, CARRIER shall send written notice to SBC-13STATE to be received at least 30 days prior to the change and/or addition.

Signatures

Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-Okiahoma, LLC and/or Neutral Tandem-Texas, LLC

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

Signature: David Tatak

Signature: Mike Auinbaub

Name: DAVID TATAK
(Print or Type)

Name: Mike Auinbaub
(Print or Type)

Title: VP BILLING & REVENUE
(Print or Type)

Title: 1 AVP-Local Interconnection Marketing

Date: 5/12/05

Date: MAY 20 2005

469

Transit Traffic Service Attachment

1. Introduction

- 1.1 This Transit Traffic Service Attachment ("Attachment") sets forth the rates, terms and conditions of **SBC-13STATE's** Transit Traffic Service as a Transit Service Provider. **SBC-13STATE's** Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-Oklahoma, LLC and/or Neutral Tandem-Texas, LLC ("CARRIER") to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to **SBC-13STATE's** provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECs) (i.e., carriers that interconnect with **SBC-13STATE's** network but operate and/or provide Telecommunications Services outside of **SBC-13STATE's** incumbent local exchange area).

2. Definitions

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from CARRIER's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**Central Office Switch**" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "**Calling Party Number**" or "**CPN**" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "**Connecticut Transit Traffic Service**" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service whereby **SBC CONNECTICUT** will compensate the terminating carrier for applicable Transit Traffic, carrying out the terms and conditions herein.
- 2.5 "**End Office**" or "**End Office Switch**" is an **SBC-13STATE** switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.6 "**Exchange Service**" means Telephone Exchange Service as defined in the Act.
- 2.7 "**ISP-Bound Traffic**" is defined as traffic exchanged between CARRIER's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from CARRIER's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same **SBC-13STATE** exchange area; or
 - (ii) originates from CARRIER's end-users and terminates to an ISP served by a Third Party Terminating Carrier within different **SBC-13STATE** Exchanges or within an **SBC-13STATE** exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in **SBC-13STATE's** tariff, (e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).

- 2.8 **"IntraLATA Toll Traffic"** is defined as traffic exchanged between CARRIER's end users and the end users of a Third Party Terminating Carrier which subtends an SBC-13STATE Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CARRIER's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the SBC-13STATE local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.
- 2.9 **"Local Tandem"** refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular local calling area.
- 2.10 **"Local/Access Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.11 **"Local/IntraLATA Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.12 **"Local Only Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 2.13 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.14 **"Section 251(b)(5)/IntraLATA Traffic"** shall mean for purposes of this Agreement, (i) Section 251(b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CARRIER where [CARRIER is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-13STATE where SBC-13STATE is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- For Section 251(b)(5) Traffic exchanged between CARRIER's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.15 **"Tandem" or "Tandem Switch"** is an SBC-13STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.16 **"Third Party Originating Carrier"** means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits SBC-13STATE's network and is delivered to CARRIER.
- 2.17 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when CARRIER uses SBC-13STATE's Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).
- 2.18 **"Transit Service Provider"** means SBC-13STATE when providing its Transit Traffic Service.
- 2.19 **"Transit Traffic"** means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.

- 2.20 "Transit Traffic Service" is an optional non 251/252 switching and intermediate transport service provided by SBC-13STATE to CARRIER where CARRIER is directly interconnected with an SBC-13STATE Tandem. SBC-13STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an SBC-13STATE Tandem Switch where an SBC-13STATE end user is neither the originating nor the terminating party.
- 2.21 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CARRIER network with SBC-13STATE's network for the purpose of interconnection pursuant to the Act.

3. Responsibilities of the Parties

- 3.1 SBC-13STATE will provide CARRIER with SBC-13STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom SBC-13STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on CARRIER's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an SBC-13STATE end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network. CARRIER agrees to compensate SBC-13STATE for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Transit Traffic Service Appendix Pricing, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.5 Connecticut Transit Traffic Service
- 3.5.1 SBC CONNECTICUT will make its Connecticut Transit Traffic Service available to CARRIER for the purpose of completing CARRIER Transit Traffic calls as defined in Sections 2.19 through 2.20 above, and upon the terms and conditions set forth herein. In doing so, SBC CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic as defined in Section 2.19 above.
- 3.5.2 In SBC CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Local and IntraLATA Toll traffic to a Third Party Terminating Carrier network through SBC CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an SBC CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing.
- 3.5.3 As part of SBC CONNECTICUT's Connecticut Transit Traffic Service, SBC CONNECTICUT will be solely responsible for compensating the Third Party Terminating Carrier for CARRIER's Transit Traffic that is terminated on a Third Party Terminating Carrier's network.
- 3.5.3.1 CARRIER shall bill SBC CONNECTICUT for terminating Transit Traffic originated by other LECs or CLECs in accordance with the provisions of this Attachment applicable to SBC CONNECTICUT originated Transit Traffic.
- 3.5.4 CARRIER shall issue ASRs for dedicated one-way Connecticut Transit Traffic Service trunk groups in SBC CONNECTICUT.

- 3.5.4.1 One-way Trunk Groups for Transit Traffic Service in SBC CONNECTICUT, (Connecticut Transit Traffic trunk groups) can be established between CARRIER's switch and an SBC CONNECTICUT's Tandem. CARRIER is financially responsible for the transport facility cost. These Trunk Groups will utilize Signaling System 7 (SS7) signaling protocol.
- 3.6 The rates that SBC-12STATE shall charge CARRIER for the Transit Traffic Service is outlined in Section 6.0, below and attached Transit Traffic Service Transit Traffic Service Appendix Pricing.

Carrier Originating

- 3.7 CARRIER has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to SBC-12STATE for transiting to such Third Party Terminating Carriers. In no event will SBC-12STATE have any liability to CARRIER or any Third Party if CARRIER fails to enter into such traffic compensation arrangements. In the event CARRIER originates traffic that transits SBC-12STATE's network to reach a Third Party Terminating Carrier with whom CARRIER does not have a traffic compensation arrangement, then CARRIER will indemnify, defend and hold harmless SBC-12STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and SBC-12STATE will bill their respective charges directly to CARRIER. SBC-12STATE will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will SBC-12STATE be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.8 In the event CARRIER originates Transit Traffic destined for a Third Party Terminating Carrier with which CARRIER does not have a traffic compensation arrangement and a regulatory agency or court orders SBC-12STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic SBC-12STATE has delivered, CARRIER will indemnify SBC-12STATE for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, SBC-12STATE agrees to allow CARRIER to participate as a party.
- 3.9 CARRIER will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of SBC-13STATE. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If SBC-13STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CARRIER agrees to cooperate to investigate and take corrective action. If CARRIER is passing CPN but SBC-13STATE is not properly receiving information, CARRIER will work cooperatively to correct the problem. If the CPN is not received from the CARRIER, SBC-13STATE can not forward the CPN and CARRIER will indemnify, defend and hold harmless SBC-13STATE from any and all Losses arising out of the failure of any traffic transiting SBC-13STATE's network to have CPN.
- 3.10 CARRIER, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. SBC-12STATE may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

Carrier Terminating

- 3.11 CARRIER shall not charge SBC-12STATE when SBC-12STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CARRIER.
- 3.12 When SBC-13STATE, operating as a Transit Service Provider, routes Transit Traffic to CARRIER from a Third Party Originating Carrier, SBC-13STATE agrees to pass the originating CPN information to CARRIER as provided by the Third Party Originating Carrier.

- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CARRIER from SBC-13STATE serving as the Transit Traffic Provider. Where SBC-13STATE is providing a Transit Traffic Service, SBC-13STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, SBC-13STATE can not forward the CPN; therefore, CARRIER will indemnify, defend and hold harmless SBC-13STATE from any Losses according to Section 3.7 above. If SBC-13STATE or CARRIER identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CARRIER agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but SBC-13STATE or CARRIER is not properly receiving information, CARRIER will work cooperatively to correct the problem.
- 3.14 CARRIER agrees to seek terminating compensation directly from the Third Party Originating Carrier. SBC-12STATE, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. Transit Traffic Routing

- 4.1 Where SBC-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing SBC-12STATE's Transit Traffic Service will be routed via SBC-12STATE's Local Tandem Switches, but not at or through any SBC-12STATE Access Tandem Switches.
- 4.2 Where SBC-12STATE has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing SBC-12STATE's Transit Traffic Service will be routed via the appropriate SBC-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.3 Where SBC-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing SBC-12STATE's Transit Traffic Service will be routed via SBC-12STATE's Access Tandem Switches, but not at or through any SBC-12STATE Local Tandem Switches.
- 4.4 Where SBC-12STATE has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing SBC-12STATE's Transit Traffic Service will be routed via the appropriate SBC-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.5 Upon written notification from SBC-13STATE of misrouting of Transit Traffic by CARRIER as identified above, CARRIER will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.6 Facilities and trunking pursuant to CARRIER's Interconnection Trunking Requirements (Appendix ITR) to the interconnection agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. Direct Trunking Requirements

- 5.1 When Transit Traffic from CARRIER through the SBC-13STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon SBC-13STATE written request, CARRIER shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CARRIER shall route Transit Traffic via SBC-13STATE's Tandem switches, and not at or through any SBC-13STATE End Offices. Once this trunk group has been established, CARRIER agrees to cease routing

Transit Traffic through the SBC-13STATE Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

6. Transit Traffic Rate Application

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network through SBC-12STATE's tandem switch where an SBC-12STATE end user is neither the originating nor the terminating party. CARRIER agrees to compensate SBC-12STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

6.1.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for SBC MISSOURI.

- 6.2 In SBC CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Transit Traffic to a Third Party Terminating Carrier network through SBC CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an SBC CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing, attached hereto.

7. Effective Date; Term

- 7.1 Notwithstanding anything to the contrary, this Transit Traffic Service Appendix shall become effective as of the date of the latter of: (1) the effective date(s) of individual interconnection agreement(s), entered into pursuant to 47 U.S.C. 251/252 between SBC-13STATE and Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-Oklahoma, LLC and/or Neutral Tandem-Texas, LLC, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the effective date of a non 251/252 agreement incorporating this Transit Traffic Service Appendix. The terms of this Transit Traffic Service Appendix shall expire upon the date of the earlier of: (1) the date of the expiration of each individual interconnection agreement, entered into pursuant to 47 U.S.C. 251/252 between SBC-13STATE and Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-Oklahoma, LLC and/or Neutral Tandem-Texas, LLC, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the date of termination of a non 251/252 agreement incorporating this Transit Traffic Service Appendix.

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 **SBC 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 **SBC 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, **SBC 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.

TRANSIT TRAFFIC SERVICE APPENDIX PRICING - ARKANSAS**Arkansas**

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing SBC ARKANSAS' Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.

1.1 When CARRIER's Transit Traffic is 10,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CLEC for that month will be:

Tandem Switching -	\$.000789 per minute of use
Tandem Switched Transport -	\$.000157 per minute of use
Tandem Switched Transport per mile -	\$.000001 per minute of use

1.2 When CARRIER's Transit Traffic is greater than 10,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Tandem Switching -	\$.001026 per minute of use
Tandem Switched Transport -	\$.000204 per minute of use
Tandem Switched Transport per mile -	\$.000001 per minute of use

2.0 In the event that SBC ARKANSAS 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, SBC ARKANSAS 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.

TRANSIT TRAFFIC SERVICE APPENDIX PRICING – INDIANA**Indiana**

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing SBC INDIANA's Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.

1.1 When CARRIER's Transit Traffic is 8,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Tandem Switching -	\$.004388 per minute of use
Tandem Termination -	\$.000095 per minute of use
Tandem Facility – per mile	\$.000056 per minute of use

1.2 When CARRIER's Transit Traffic is greater than 8,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Tandem Switching -	\$.005704 per minute of use
Tandem Termination -	\$.000124 per minute of use
Tandem Facility – per mile	\$.000073 per minute of use

2.0 In the event that SBC INDIANA 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, SBC INDIANA 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.

TRANSIT TRAFFIC SERVICE APPENDIX PRICING – KANSAS**Kansas**

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing SBC KANSAS Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.

1.1 When CARRIER's Transit Traffic is 5,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Transit Rate (Zone 1 – Rural)	\$.001027 per minute of use
Transit Rate (Zone 2 – Suburban)	\$.000981 per minute of use
Transit Rate (Zone 3 – Metro)	\$.000953 per minute of use

1.2 When CARRIER's Transit Traffic is greater than 5,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Transit Rate (Zone 1 – Rural)	\$.001335 per minute of use
Transit Rate (Zone 2 – Suburban)	\$.001275 per minute of use
Transit Rate (Zone 3 – Metro)	\$.001239 per minute of use

2.0 In the event that SBC KANSAS 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, SBC KANSAS 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.

TRANSIT TRAFFIC SERVICE APPENDIX PRICING – NEVADA**NEVADA**

- 1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing **SBC NEVADA's** Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.
- 1.1 When CARRIER's Transit Traffic is 1,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:
- \$.008980 per minute of use
- 1.2 When CARRIER's Transit Traffic is greater than 1,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:
- \$.011674 per minute of use
- 2.0 In the event that **SBC NEVADA** 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, **SBC NEVADA** 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.

TRANSIT TRAFFIC SERVICE APPENDIX PRICING – OKLAHOMA**Oklahoma**

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing SBC OKLAHOMA's Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.

1.1 When CARRIER's Transit Traffic is 10,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Transit Rate (Zone 1 - Rural)	\$.001770 per minute of use
Transit Rate (Zone 2 – Suburban)	\$.001485 per minute of use
Transit Rate (Zone 3 – Metro)	\$.001356 per minute of use

1.2 When CARRIER's Transit Traffic is greater than 10,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:

Transit Rate (Zone 1 - Rural)	\$.002301 per minute of use
Transit Rate (Zone 2 – Suburban)	\$.001931 per minute of use
Transit Rate (Zone 3 – Metro)	\$.001763 per minute of use

2.0 In the event that SBC OKLAHOMA 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, SBC OKLAHOMA 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

TRANSIT TRAFFIC SERVICE APPENDIX PRICING – TEXAS**Texas**

- 1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CARRIER utilizing SBC TEXAS Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.
- 1.1 When CARRIER's Transit Traffic is 50,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:
- | | |
|------------------|------------------------------|
| Local Transiting | \$.000960 per minute of use |
|------------------|------------------------------|
- 1.2 When CARRIER's Transit Traffic is greater than 50,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CARRIER for that month will be:
- | | |
|------------------|------------------------------|
| Local Transiting | \$.001248 per minute of use |
|------------------|------------------------------|
- 2.0 In the event that SBC TEXAS 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, SBC TEXAS 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.