

FILED

SEP - 1 1999

Missouri Public
Service Commission

INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

Allegiance Telecom, Inc.

INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

Allegiance Telecom, Inc.

TABLE OF CONTENTS
INTERCONNECTION AGREEMENT-MISSOURI
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY
AND
ALLEGIANCE TELECOM, INC.

1.	<u>Introduction</u>	7
2.	<u>Effective Date</u>	8
3.	<u>Intervening Law</u>	8
4.	<u>Term of Agreement</u>	8
5.	<u>Assignment</u>	9
6.	<u>Confidentiality and Proprietary Information</u>	9
7.	<u>Liability and Indemnification</u>	11
8.	<u>Payment of Rates and Charges</u>	14
9.	<u>Dispute Resolution</u>	15
10.	<u>Termination of Service to CLEC</u>	18
11.	<u>Notices</u>	19
12.	<u>Taxes</u>	20
13.	<u>Force Majeure</u>	21
14.	<u>Publicity</u>	21
15.	<u>Network Maintenance and Management</u>	22
16.	<u>Law Enforcement and Civil Process</u>	22
17.	<u>Changes in Subscriber Carrier Selection</u>	23
18.	<u>Amendments or Waivers</u>	24
19.	<u>Authority</u>	24
20.	<u>Binding Effect</u>	24
21.	<u>Consent</u>	25
22.	<u>Expenses</u>	25
23.	<u>Headings</u>	25
24.	<u>Relationship of Parties</u>	25
25.	<u>Conflict of Interest</u>	25
26.	<u>Multiple Counterparts</u>	25
27.	<u>Third Party Beneficiaries</u>	26
28.	<u>Regulatory Approval</u>	26
29.	<u>Trademarks and Trade Names</u>	26
30.	<u>Regulatory Authority</u>	26
31.	<u>Verification Reviews</u>	27
32.	<u>Complete Terms</u>	28
33.	<u>Cooperation on Preventing End User Fraud</u>	28
34.	<u>Notice of Network Changes</u>	29
35.	<u>Good Faith Performance</u>	29
36.	<u>Responsibility of Each Party</u>	29
37.	<u>Transmission of Traffic to Third Parties</u>	30

38.	<u>Governmental Compliance</u>	30
39.	<u>Responsibility for Environmental Contamination</u>	30
40.	<u>Subcontracting</u>	32
41.	<u>Referenced Documents</u>	32
42.	<u>Severability</u>	33
43.	<u>Survival of Obligations</u>	33
44.	<u>Governing Law</u>	33
45.	<u>Performance Criteria</u>	33
46.	<u>Other Obligations of CLEC</u>	33
47.	<u>Dialing Parity; Local Number Portability</u>	34
48.	<u>Branding</u>	34
49.	<u>Customer Inquiries</u>	34
50.	<u>Disclaimer of Warranties</u>	34
51.	<u>No Waiver</u>	35
52.	<u>Effect of Other Agreements</u>	35
53.	<u>Definitions</u>	35
54.	<u>Resale</u>	36
55.	<u>Unbundled Network Elements</u>	36
56.	<u>Ordering and Provisioning, Maintenance, Connectivity Billing and Reordering, and Provision of Customer Usage Data</u>	36
57.	<u>Network Interconnection Architecture</u>	36
58.	<u>Compensation for Delivery of Traffic</u>	37
59.	<u>Ancillary Functions</u>	37
60.	<u>Intentionally Left Blank</u>	37
61.	<u>Intentionally Left Blank</u>	37
62.	<u>Other Requirement and Attachments</u>	37
 <u>ATTACHMENTS</u>		

Resale

Attachment 1: Resale

Appendix Services/Pricing

Exhibit A: SWBT's Telecommunications Services Available for Resale

Exhibit B: SWBT's Other Services Available for Resale

Appendix Customized Routing-Resale

Appendix DA-Resale

Appendix OS-Resale

Appendix White Pages (WP)-Resale

Attachment 2: Ordering and Provisioning-Resale

Attachment 3: Maintenance-Resale

Attachment 4: Connectivity Billing-Resale

Attachment 5: Provision of Customer Usage Data-Resale

Unbundled Network Elements

- Attachment 6: Unbundled Network Elements (UNE)
 - Appendix Pricing-UNE
 - Appendix Pricing-UNE Schedule of Prices
- Attachment 7: Ordering and Provisioning-UNE
- Attachment 8: Maintenance-UNE
- Attachment 9: Billing-Other
- Attachment 10: Provision of Customer Usage Data-UNE

Network Interconnection Architecture and Compensation

- Attachment 11: Network Interconnection Architecture
 - Appendix Interconnection Trunking Requirement (ITR)
 - Appendix Network Interconnection Methods (NIM)
 - Appendix SS7 Interconnection
- Attachment 12: Compensation
 - Appendix Cellular
 - Appendix FGA

Ancillary Functions

- Attachment 13: Ancillary Functions
 - Appendix Collocation
 - Appendix Poles, Conduit, ROW

Other Requirements

- Attachment 14: Interim Number Portability
 - Appendix Location Routing Number – Permanent Number Portability
- Attachment 15: E911
- Attachment 16: Network Security and Law Enforcement
- Attachment 17: Failure to Meet Performance Criteria
- Attachment 18: Mutual Exchange of Directory Listing Information
- Attachment 19: White Pages-Other (WP-O)
- Attachment 20: Clearinghouse
- Attachment 21: Numbering
- Attachment 22: DA-Facilities Based
- Attachment 23: OS-Facilities Based
- Attachment 24: Recording-Facilities Based

INTERCONNECTION AGREEMENT - MISSOURI

This Interconnection Agreement - Missouri (Agreement) is between Allegiance Telecom, Inc. a Texas Corporation, having an office at 1950 Stemmons Freeway, Suite 3026, Dallas, Texas 75207, and Southwestern Bell Telephone Company (SWBT), a Missouri corporation, having an office at 1010 Pine Street, St. Louis, Missouri 63101, (collectively the Parties).

WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SWBT services and for the provision by SWBT of Interconnection, unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.

WHEREAS, pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, CLEC and SWBT have entered into an Agreement on the same terms and conditions contained in the SWBT/AT&T Communications of the Southwest, Inc. Agreement for the State of Missouri.

WHEREAS, by executing this MFN Agreement providing certain rates, terms and conditions, SWBT reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. It is SWBT's intent and understanding of state and federal law, that any appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996), (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), ("such Actions"), the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of such Actions into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of such Actions into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and SWBT hereby agree as follows:

1.0 INTRODUCTION

- 1.1 This Agreement sets forth the terms, conditions and prices under which SWBT agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, or combinations of such Network Elements (Combinations), (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to SWBT's network and reciprocal compensation for the transport and termination of telecommunications.
- 1.2 The Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by SWBT or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Network Elements or Combinations purchased hereunder.
- 1.3 During the term of this Agreement, SWBT will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SWBT will not discontinue any Resale services or features offered to CLEC hereunder except as provided in Attachment 1: Resale hereto and subject to the provisions of Section 30.2 of the General Terms and Conditions of this Agreement. This Section is not intended to impair SWBT's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations, or Ancillary Functions made by SWBT to CLEC as set forth in an during the terms of this Agreement.
- 1.4 SWBT may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein the Attachments listed in Section 62 of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 Unless otherwise provided in the Agreement, SWBT will perform all of its obligations concerning its offering of Resale services and unbundled Network Elements under this Agreement throughout the entire service area where SWBT is the incumbent local exchange carrier; provided, that SWBT's obligations to provide Ancillary Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas.

2.0 Effective Date

- 2.1 This Agreement becomes effective (1) when executed by each Party and approved by the State Commission; or (2) by operation of law pursuant to the Order of the State Commission, whichever is earlier.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of both private negotiation between the Parties and arbitration by the State Commission, acting pursuant to FTA96. If the actions of Missouri or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract required by the Arbitration Award approved by the State Commission, the affected provision will be invalidated, modified, or stayed as required by the legislative body, court, or regulatory agency. In such event, the Parties will expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be submitted to the Missouri Public Service Commission for resolution, pursuant to FTA96, Sec. 252(b), (c) and (d), provided that either party may request expedited resolution by the Missouri Public Service Commission, with both parties retaining all rights of appeal.
- 3.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party will promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties will expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may invoke the Dispute Resolution process set forth in Section 9.4.2 of this Agreement.

4.0 Term of Agreement

- 4.1 This Agreement will become effective as of the Effective Date stated above, and will expire on November 5, 2000 plus two one year extensions, unless written Notice of Non Renewal and Request for Negotiation (Non Renewal Notice) is provided by either Party in accordance with the provisions of this Section. Any such Non Renewal Notice must be provided not later than 180 days before the day this Agreement would otherwise renew for an additional year. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. Not later

than 135 days from the receipt of the Non Renewal Notice, both parties will commence negotiations.

- 4.2 The same terms, conditions, and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this Section. The Parties agree to resolve any impasse by submission of the disputed matters to the State Commission for arbitration. Should the State Commission decline jurisdiction, the Parties will resort to a commercial provider of arbitration services.
- 4.3 Upon termination of this Agreement, CLEC's liability will be limited to payment of the amounts due for Network Elements, Combinations, Ancillary Functions and Resale Services provided up to and including the date of termination and thereafter as reasonably requested by CLEC to prevent service interruption, but not to exceed one (1) year. The Network Elements, Combinations, Ancillary Functions and Resale services provided hereunder are vital to CLEC and must be continued without interruption. When CLEC provides or retains another vendor to provide such comparable Network Elements, Combinations, Ancillary Functions or Resale services, SWBT and CLEC agree to co-operate in an orderly and efficient transition to CLEC or another vendor. SWBT and CLEC further agree to coordinate the orderly transition to CLEC or another vendor such that the level and quality of the Network Elements, Combinations, Ancillary Functions and Resale Services is not degraded and each Party will exercise its best efforts to effect an orderly and efficient transition.

5.0 Assignment

- 5.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that SWBT may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of SWBT, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 Confidentiality and Proprietary Information.

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be

deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Attachments 5 and 10 concerning Recorded Usage Data, whether disclosed by CLEC to SWBT or otherwise acquired by SWBT in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.

- 6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.
- 6.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously

disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

- 6.6 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.
- 6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

- 7.1.1 Each party's liability to the other resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.3, and other than for willful misconduct (including gross negligence), will not exceed the total of any amounts due and owing to CLEC pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to CLEC by SWBT under this Agreement for the affected service, business practice or ancillary functions (as defined under Section 3.1 of Attachment 13) and the value of the injured party's collocated equipment or collocated property that was destroyed or damaged by the injuring party during the period beginning at the time of the error, interruption, defect, failure, malfunction loss or claim is received by the uninjured party to the time of correction of same.

- 7.1.2 In the case of any loss alleged or suffered by a third party, each Party shall bear, and its obligation to the other Party shall be limited to that portion of the loss caused by its own conduct (including intentional misconduct or gross negligence) or that of its agents, servants, contractors, or others acting in aid or concert with it.

7.2 **No Consequential Damages**

- 7.2.1 NEITHER CLEC NOR SWBT WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT, (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SWBT OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

7.3 **Obligation to Indemnify**

- 7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.

- 7.3.2 If required, CLEC is responsible for obtaining any license or right to use agreement associated with a Network Element purchased from SWBT. SWBT will provide a list of all known and necessary licenses or right to use agreements applicable to the subject Network Element(s) within seven days of a request for such a list by CLEC. SWBT agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. In the event such an agreement is not forthcoming for a Network Element ordered by CLEC, the Parties commit to negotiate in good faith for the provision of alternative Elements or services which shall be equivalent to or superior to the Element for which CLEC is unable to obtain such license or agreement.
- 7.3.3 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed to the extent that such claim or action arises from the actions of the respective Parties, or failure to act, as required pursuant to this Agreement.
- 7.3.4 SWBT makes no warranties, express or implied, concerning CLEC's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with CLEC's rights to interconnect with SWBT's network and to Unbundled Network Elements and/or combine SWBT's network elements (including combining with CLEC's Network Elements) such interconnection or unbundling and/or combining of Elements (including combining with components of CLEC's network) in SWBT's network. Section 7 applies solely to this Agreement. Nothing in this Section will be deemed to supersede or replace any other agreements, if any, between the Parties with respect to CLEC's intellectual property or contract rights.

7.4 Obligation to Defend; Notice; Cooperation

- 7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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 will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee

of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

7.5 OSHA Statement

- 7.5.1 CLEC, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result solely of CLEC's failure to comply with any of the foregoing. SWBT, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of SWBT's failure to comply with any of the foregoing.

8.0 Payment of Rates and Charges

- 8.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

9.0 Dispute Resolution

9.1 Finality of Disputes

- 9.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than 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.

9.2 Alternative to Litigation

- 9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.3 Informal Resolution of Disputes

- 9.3.1 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. 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, which are 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. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than sixty (60) days after the date of the letter initiating dispute resolution under this paragraph.

9.4 Billing Disputes

- 9.4.1 The Parties agree that all unresolved billing disputes which involve amounts which represent one (1) percent or less of the amounts charged to CLEC by SWBT under this Agreement during the Contract Year in which the dispute arises will be submitted to

binding arbitration pursuant to the provisions of Section 9.6. During the first Contract Year the Parties will annualize the initial months up to one year.

- 9.4.2 The Parties agree that if they are unable to resolve billing disputes which involve amounts which represent more than one (1) percent of the amounts charged to CLEC by SWBT under this Agreement during the Contract Year in which the dispute arises, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration pursuant to Section 9.6. During the first Contract Year the Parties will annualize the initial months up to one year.
- 9.4.3 The Parties agree that all bills, including bills disputed in whole or in part, are to be paid when due, that interest applies to all overdue invoices as set forth in Section 8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in Section 8.1.
- 9.4.4 To the extent that any other portions of this Agreement provide for a bill closure process between the parties, or if such a process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.
- 9.4.5 Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section 9.3. The parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, or, if the charges have been subject to the bill closure process described in Section 9.4.4, above, within sixty (60) calendar days of the closure of the billing period covered by such bill closure process.

9.5 **Other Disputes**

- 9.5.1 **Dispute Resolution Procedure (DRP) 1** - Except as otherwise specifically set forth in the Agreement, the Parties agree that for all other disputes which arise under this Agreement, the dispute will be submitted to binding arbitration under Section 9.6 of this Agreement if the matter which is in dispute represents one (1) percent or less of the amounts charged to CLEC by SWBT under this Agreement during the Contract Year in which the matter which is disputed arises, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute. During the first Contract Year the Parties will annualize the initial months up to one year.

- 9.5.2 **Dispute Resolution Procedure (DRP) 2** - Except as otherwise specifically set forth in the Agreement, for all other disputes involving matters which represent more than one (1) percent of the amounts charged to CLEC by SWBT under this Agreement during the Contract Year in which the dispute arises, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that upon mutual agreement of the Parties, the dispute may be submitted to binding arbitration under Section 9.6. During the first Contract Year the Parties will annualize the initial months up to one year.
- 9.5.3 **Dispute Resolution Procedure (DRP) 3** - Except as otherwise specifically set forth in this agreement, for all disputes involving additions to this Agreement under the Telecommunications Act of 1996, the Parties agree that such disputes will be submitted to the Missouri Public Service Commission for resolution pursuant to FTA96, provided that either Party may request expedited resolution by the Missouri Public Service Commission, with both Parties retaining all rights to appeal.
- 9.5.4 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

9.6 **Arbitration**

- 9.6.1 Disputes subject to binding arbitration 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 place where each arbitration will be held will be Dallas, Texas, unless the parties otherwise agree. The arbitration hearing will be requested to commence within sixty (60) 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) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. 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. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10.0 Termination of Service to CLEC

- 10.1 Failure of CLEC to pay charges may be grounds for termination of this Agreement. If CLEC fails to pay when due, any and all charges billed to them under this Agreement, (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) calendar days after the due date of such Unpaid Charges, SWBT will notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges, whether disputed or undisputed, to SWBT within fifteen (15) calendar days after receipt of said notice. Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9 of this Agreement.
- 10.2 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 10.1 above (30 calendar days from the due date of such unpaid charges), SWBT will notify CLEC, the appropriate commission(s) and the end user's IXC(s) of Record in writing, that unless all charges are paid within fifteen (15) calendar days, CLEC's service will be disconnected and CLEC's end users may be switched to SWBT local service. SWBT will also suspend order acceptance at this time.
- 10.3 If any CLEC charges remain unpaid or undisputed thirty (30) calendar days past the due date of the unpaid charges as described in Section 10.2 above, CLEC will, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for CLEC failure to pay unpaid charges, and that its end users must select a new local service provider within fifteen (15) calendar days. The notice will also advise the end user that SWBT will assume the end user's account at the end of the fifteen (15) calendar day period should the end user fail to select a new local service provider.
- 10.4 If any CLEC charges remain unpaid or undisputed forty-five (45) calendar days past the due date, SWBT will disconnect CLEC and transfer all CLEC's end users who have not selected another local service provider directly to SWBT's service. These end users will receive the same services provided through CLEC at the time of service. These end users will receive the same services provided through CLEC at the time of transfer. SWBT will inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from CLEC to SWBT will be assessed to CLEC.
- 10.5 Within five (5) calendar days of the transfer (50 calendar days past CLEC's due date), SWBT will notify all affected end users that because of CLEC's failure to pay, their service is now being provided by SWBT. SWBT will also notify the end user that they have thirty (30) calendar days to select a local service provider. If the end user does not select an LSP within 30 calendar days the customer will remain a SWBT local customer.

- 10.6 SWBT may discontinue service to CLEC upon failure to pay undisputed charges as provided in this section, and will have no liability to CLEC in the event of such disconnection.
- 10.7 After disconnect procedures have begun, SWBT will not accept service orders from CLEC until all unpaid charges are paid. SWBT will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to CLEC after disconnect for nonpayment.
- 10.8 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate SWBT to continue to provide service to any such end users or to limit any and all disconnection rights SWBT may have with regard to such end users.

11.0 Notices

- 11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

- 11.2 If to CLEC:

Vice President, Regulatory
Allegiance Telecom, Inc.
1950 Stemmons Freeway, Suite 3026
Dallas, TX 75207

- 11.3 If to SWBT:

Contract Management
Southwestern Bell Telephone Company
Four Bell Plaza, 9th floor
311 S. Akard
Dallas, TX 75202-5398

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven

(7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

12.0 Taxes

- 12.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.
- 12.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 12.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 12.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 12.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 12.7.
- 12.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 12.6 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any

Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.

- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 11 and to the following:

To SWBT: Director – Tax – SBO
1010 N. St. Mary's, Room 11X01
San Antonio, TX 78215

To CLEC: Vice President, Regulatory
Allegiance Telecom, Inc.
1950 Stemmons Freeway, Suite 3026
Dallas, TX 75207

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 12.7.

Any notice or other communication will be deemed to be given when received.

13.0 **Force Majeure**

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

14.0 **Publicity**

- 14.1 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 by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

- 16.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

- 16.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

16.3 Law Enforcement Emergencies

- 16.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

17.0 Changes in Subscriber Carrier Selection

- 17.1 With respect to Resale services and unbundled Network Elements provided to end users, each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Network Elements) and must retain such authorizations for twelve (12) months. The authorization must conform with federal rules regarding changes of presubscribed interexchange carriers until such time as there are federal or state rules applicable to changes of local exchange service providers. Thereafter, the authorization must comply with each such rule. The party submitting the change request assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996.
- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. In connection with such challenges each party will follow procedures which conform with federal rules regarding challenges to changes of presubscribed interexchange carriers, if any, until such time as there are federal or state rules applicable to challenges to changes of local exchange service providers. Thereafter, the procedures each Party will follow concerning challenges to changes of local exchange service providers will comply with such rule. If an end user notified SWBT or CLEC that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. The party receiving such request shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Either Party shall make authorizations available to the other Party upon request and at no

charge only when such request is made in order to investigate claims of unauthorized changes initiated by an end user.

- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customer's directions, or the directions of the end user's agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange services ("slamming") on behalf of the other Party or a third Party. If either Party, on behalf of the other Party, agrees to investigate an alleged incidence of slamming, the requesting party will provide the billed telephone number and information adequate to allow the other Party to investigate the incidence, and that Party shall charge the other Party a mutually agreed investigation fee.

18.0 Amendments or Waivers

- 18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

- 19.1 Each person 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.

20.0 Binding Effect

- 20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 Consent

21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 Expenses

22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23.0 Headings

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 Relationship of Parties

24.1 This Agreement will 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 will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will 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 will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27.0 Third Party Beneficiaries

- 27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28.0 Regulatory Approval

- 28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

29.0 Trademarks and Trade Names

- 29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

- 30.1 SWBT will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with SWBT in obtaining and maintaining any required approvals for which SWBT is responsible, and SWBT will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 30.2 SWBT will not, of its own volition, file a tariff or make another similar filing which supersedes this Agreement in whole or in part. SWBT will make no filings which are inconsistent with this commitment. This Section is not intended to apply to any SWBT tariffs or filings which do not affect CLEC's rights or SWBT's obligations to CLEC under this Agreement. This Section does not impair SWBT's right to file tariffs nor does it impair SWBT's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SWBT provides or hereafter provides to CLEC under

this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair CLEC's right to contest such tariffs before the appropriate Commission.

- 30.3 In the event that SWBT is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, SWBT will provide CLEC notice of the same.
- 30.4 If any tariff referred to in Section 30.3 becomes ineffective by operation of law, through deregulation or otherwise, the terms and conditions of such tariffs, as of the date on which the tariffs became ineffective, will be deemed incorporated if not inconsistent with this Agreement.

31.0 Verification Reviews

- 31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 31.2 Each Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.
- 31.3 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 31.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by CLEC for Resale services, Network Elements or Combinations provided during the period covered by the audit.
- 31.5 Audits will be at the auditing Party's expense.
- 31.6 Upon (i) the discovery by either Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the affected Party will promptly reimburse the other Party the amount of any overpayment times the commercial paper rate applicable on the last day of the month preceding the month of discovery or

resolution as above. In no event, however, will interest be assessed on any previously assessed or accrued late payment charges.

- 31.7 CLEC may require that, at the end of the first year of implementation of this Agreement, SWBT submit to an audit or examination of services performed under the interconnection agreement. Subsequent to the first year of implementation, CLEC may require that audits or examinations be performed if: (1) CLEC can show cause that it has a commercially reasonable basis to seek an audit or examination; and (2) the request for audit or examination specifically defines the particular services that it seeks to audit or examine. All audits requested by CLEC under this section shall be conducted at its expense. The dispute resolution provisions of this Agreement shall be used to resolve disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.
- 31.8 From the Effective Date of this Agreement through April 1, 1998, SWBT may audit CLEC's operations, books, records, and other documents related to the development of the percent local usage (PLU) to be used to measure and settle untransmitted calling party numbers (CPN) in connection with Attachment 12: Compensation. SWBT will bear the reasonable expenses associated with this inspection.
- 31.9 Information obtained or received by CLEC in conducting the inspections described in Section 31.7 and information obtained or received by either Party in connection with Sections 31.1 through 31.6 and 31.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

32.0 Complete Terms

- 32.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 32.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

33.0 Cooperation on Preventing End User Fraud

- 33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

- 33.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

34.0 Notice of Network Changes

- 34.1 SWBT agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SWBT's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SWBT's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SWBT's obligations to CLEC under the terms of this Agreement.

35.0 Good Faith Performance

- 35.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

36.0 Responsibility of Each Party

- 36.1 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 will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

37.0 Transmission of Traffic to Third Parties

- 37.1 CLEC will not send to SWBT local traffic that is destined for the network of a third party unless CLEC has the authority to exchange traffic with that third party.

38.0 Governmental Compliance

- 38.1 CLEC and SWBT each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and SWBT each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. SWBT, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for SWBT to provide the Network Elements and Resale services pursuant to this Agreement.

39.0 Responsibility for Environmental Contamination

- 39.1 Disclosure of Potential Hazards: When and if CLEC notifies SWBT that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SWBT building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SWBT shall timely notify CLEC of any Environmental Hazard at that Work Location of which SWBT has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SWBT; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.
- 39.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SWBT, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with

law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SWBT's business operations after consultation with SWBT, and shall return SWBT's property to substantially the same condition as it would have been without such inspections, testing or monitoring.

- 39.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than SWBT shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

39.4 Indemnification:

- 39.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 39.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

- 39.4.2 CLEC shall indemnify, on request defend, and hold harmless SWBT and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

- 39.4.3 SWBT shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses,

damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of SWBT or by any person acting on SWBT's behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SWBT or by any person acting on SWBT's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by SWBT or its contractors or agents.

40.0 Subcontracting

40.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

41.0 Referenced Documents

41.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SWBT Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, SWBT Practice, or publication of industry standards.

42.0 Severability

- 42.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.5.2.

43.0 Survival of Obligations

- 43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

44.0 Governing Law

- 44.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Missouri other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Jefferson City, Missouri, and waive any and all objections to a Missouri venue.

45.0 Performance Criteria

- 45.1 Specific provisions governing failure to meet Performance Criteria are contained in Attachment 17: Failure to meet Performance Criteria.

46.0 Other Obligations of CLEC

- 46.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN).

47.0 Dialing Parity; Interim Number Portability

- 47.1 SWBT will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SWBT services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated SWBT customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated SWBT customer; and (iii) the CLEC Customer may retain its local telephone number. SWBT further agrees to provide Interim Number Portability in accordance with the requirements of the Act. Specific requirements concerning Interim Number Portability are set forth in Attachment 14: Interim Number Portability.

48.0 Branding

- 48.1 Specific provisions concerning the branding of services provided to CLEC by SWBT under this Agreement are contained in the following Attachments and Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; Attachment 2: Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provisioning-Unbundled Network Elements; Attachment 8: Maintenance-Unbundled Network Elements.

49.0 Customer Inquiries

- 49.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 49.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 49.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

50.0 Disclaimer of Warranties

- 50.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, SWBT 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.

51.0 No Waiver

- 51.1 CLEC's agreement herein to accept less than fully operational electronic interfaces to operations support systems functions on and after January 1, 1997, will not be deemed a waiver of Section 251(c)(3) of the Act to receive such interfaces on that date.

52.0 Effect of Other Agreements

- 52.1 If SWBT enters into an agreement (the "Other Agreement") approved by the Missouri Public Service Commission pursuant to Section 252 of the Act, which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, SWBT will make available in Missouri, to CLEC such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, CLEC may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and all material conditions or the Other Agreement that directly relate to any of the following duties as a whole:

- (1) All Interconnection Rates - Section 251(c)(2) of the Act; or Access to Unbundled Network Elements - Section 251(c)(3) of the Act;
- (2) Resale - Section 251(c)(4) of the Act; or
- (3) Collocation - Section 251(c)(6) of the Act; or
- (4) Number portability - Section 251(b)(2) of the Act of this STC; or
- (5) Access to Rights-of-Way - Section 251(b)(4) of the Act; or
- (6) Cellular Traffic;
- (7) White Pages;
- (8) Operator Services;
- (9) Directory Assistance.

53.0 Definitions

- 53.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

54.0 Resale

- 54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SWBT currently provides or hereafter offers to any customer in the geographic area where SWBT is the incumbent LEC will be made available to CLEC by SWBT for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, and other applicable Attachments.

55.0 Unbundled Network Elements

- 55.1 At the request of CLEC and pursuant to the requirements of the Act, SWBT will offer in the geographic area where SWBT is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements, and other applicable Attachments.

56.0 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data

- 56.1 In connection with its Resale of services to CLEC, SWBT agrees to provide to CLEC Ordering and Provisioning Services, Maintenance Services, Connectivity Billing and Recording Services and Provision of Customer Usage Data Services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.
- 56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, SWBT agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 7, 8, 9 and 10, respectively.

57.0 Network Interconnection Architecture

- 57.1 Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties agree to utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. SWBT expressly recognizes that this provision and said Attachment are in no way intended to impair in any way CLEC's right to interconnect with unbundled Network Elements furnished by SWBT at any technically feasible point within SWBT's network, as provided in the Act.

58.0 Compensation for Delivery of Traffic

- 58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Compensation.

59.0 Ancillary Functions

- 59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SWBT agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

60.0 Intentionally left blank.

61.0 Intentionally left blank

62.0 Other Requirements and Attachments

- 62.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.
- 62.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

Resale

Attachment 1: Resale

Appendix Services/Pricing

Exhibit A: SWBT's Telecommunications Services Available for Resale

Exhibit B: SWBT's Other Services Available for Resale

Appendix Customized Routing-Resale
Appendix DA-Resale
Appendix OS-Resale
Appendix White Pages (WP)-Resale
Attachment 2: Ordering and Provisioning-Resale
Attachment 3: Maintenance-Resale
Attachment 4: Connectivity Billing-Resale
Attachment 5: Provision of Customer Usage Data-Resale

Unbundled Network Elements

Attachment 6: Unbundled Network Elements (UNE)
Appendix Pricing-UNE
Appendix Pricing-UNE Schedule of Prices
Attachment 7: Ordering and Provisioning-UNE
Exhibit A-Electronic Ordering and Provisioning-UNE
Attachment 8: Maintenance-UNE
Attachment 9: Billing-Other
Attachment 10: Provision of Customer Usage Data-UNE

Network Interconnection Architecture and Compensation

Attachment 11: Network Interconnection Architecture
Appendix Interconnection Trunking Requirement (TTR)
Appendix Network Interconnection Methods (NIM)
Appendix SS7 Interconnection
Attachment 12: Compensation
Appendix Cellular
Appendix FGA

Ancillary Functions

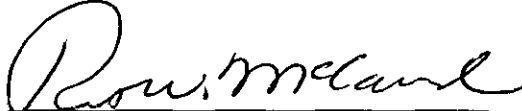
Attachment 13: Ancillary Functions
Appendix Collocation
Appendix Poles, Conduit, ROW

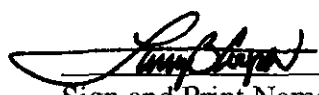
Other Requirements

Attachment 14: Interim Number Portability
Appendix Location Routing Number – Permanent Number Portability
Attachment 15: E911
Attachment 16: Network Security and Law Enforcement
Attachment 17: Failure to Meet Performance Criteria
Attachment 18: Mutual Exchange of Directory Listing Information
Attachment 19: White Pages-Other (WP-O)

Attachment 20: Clearinghouse
Attachment 21: Numbering
Attachment 22: DA-Facilities Based
Attachment 23: OS-Facilities Based
Attachment 24: Recording-Facilities Based

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


Sign and Print Name: Date 8-19-99
Robert W. McCauland
Vice President
Position/Title
Allegiance Telecom, Inc.
AECN# AFYL


Sign and Print Name: Date AUG 23 1999
President-Industry Markets
Position/Title
* **Southwestern Bell Telephone**
** **Company**

*This document modifies the contract approved by the Missouri PSC on Nov. 4, 1997 as required by the subsequent negotiation's and the PSC's Order of Dec. 23, 1997. Although Southwestern Bell Telephone Company (Southwestern Bell) intends to fully comply with the PSC's Orders in Case No. TO-97-40 and TO-98-115, pending appeal and/or stay, Southwestern Bell has not voluntarily signed this document. Instead, Southwestern Bell has signed this document under compulsion of federal and/or state law, including but not limited to the Federal Telecommunications Act of 1996, the Federal Communications Commission's implementing rules thereunder, and the PSC's Orders in Case No. TO-97-40 and TO-98-115. Southwestern Bell reserves all appellate rights and, by signing this document, does not waive any legal arguments that the Arbitration Orders in Case No. TO-97-40 and TO-98-115, and this resulting document, are unlawful in whole or in part. Because the arbitration/negotiation process has been governed by the FCC's rules, several of which were, after completion of arbitration and negotiation, declared unlawful, Southwestern Bell reserves its rights regarding all aspects of this document, whether reflecting negotiated or arbitrated provisions.

**The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under such Agreement), SWBT does not waive any of its rights, remedies or arguments with respect to such decisions, including its right to seek a modification to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that SWBT's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction. SWBT further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.

***This Agreement, entered into pursuant to Section 252(i) of the Telecommunications Act, is based on an approved contract previously entered into by SWBT and AT&T. There was no meeting of the minds of those original parties that Internet traffic would be subject to reciprocal compensation as Local Traffic under that contract. The FCC has repeatedly asserted its interstate jurisdiction over Internet traffic, including as recently as in its Declaratory Ruling in CC Docket 96-98, released February 26, 1999, in which the FCC expressly confirmed that Internet bound traffic is non-local interstate traffic. For this reason, SWBT does not believe this Agreement provides local reciprocal compensation for Internet traffic and fully reserves its rights on this issue, including the right to invoke the dispute resolution or other lawful procedures to challenge any contention by any other party to the contrary."

ATTACHMENT 1: RESALE

All services made available to CLEC by SWBT for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SWBT currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SWBT in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
- 1.2 SWBT will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
- 1.3 SWBT will make available to CLEC for resale Customer Service Contracts, (e.g., FDDI), Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Exhibit Services and Pricing to Appendix Services/Pricing of this Attachment at the wholesale discount rates shown therein. Except as otherwise expressed herein, SWBT also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SWBT and not listed in Exhibit Services and Pricing.
- 1.4 SWBT will make available to CLEC for resale SWBT's Bill Plus and Consolidated Billing service at a discount of five per cent (5%) off of SWBT's tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SWBT charges its subscribers).
- 1.5 SWBT will make available to CLEC for resale the following SWBT services at SWBT's tariffed rate for each service (or in the event a service is not tariffed, at the rate SWBT charges its subscribers, except as otherwise provided herein):
 - Construction Charges
 - Connections with Terminal Equipment and Communications Systems
 - Maintenance of Service Charges
 - Suspension Services
 - Telecommunications Service Priority Systems

000041

3/4/98

- Access Services
- Wireless Carrier Interconnection Services
- Exchange Interconnection Services
- Distance Learning
- Shared Tenant Services

1.5.1 Suspension of Service discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.

1.6 The following services are not being made available by SWBT to CLEC for resale.

- BDS/LAN
- Customer Premises Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring Products
- 911 Universal Emergency Number Equipment

1.7 Telecommunications Services will be resold by SWBT to CLEC on terms and conditions that are reasonable and nondiscriminatory.

1.8 Directory Assistance and Operator Services.

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

1.9 Directory Listings Requirements.

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages - Resale, attached hereto.

1.10 Unless otherwise provided in this Agreement, SWBT will perform all of its obligations hereunder throughout the entire service area where SWBT is the incumbent local exchange carrier. SWBT will provide the services covered by this Attachment subject to the availability of facilities in this state.

1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SWBT.

- 1.12 The Parties will maintain restrictions on aggregation of toll service for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.
- 1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SWBT's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.

2.0 Branding

- 2.1 CLEC is free to brand the Resale services that SWBT provides to CLEC under the provisions of this Agreement. SWBT will not brand such Resale services provided to CLEC under this Agreement as being SWBT's services, although certain SWBT retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
 - 2.1.1 SWBT offers certain retail services that utilize electronic branding to designate the services as SWBT retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SWBT to rebrand such services as CLEC services or to offer them without a brand. SWBT will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SWBT for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SWBT as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SWBT agrees to reimburse CLEC for a reasonable portion of its costs.
- 2.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SWBT personnel interface directly with CLEC customers in respect to installation, maintenance and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of CLEC.
- 2.3 "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. Other provisions regarding branding of written materials provided by SWBT to CLEC's customers are set forth in Attachments 2 and 3. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC

branded” materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.

- 2.4 CLEC will not, without SWBT's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates.

3.0 Change of Local Service Provider

- 3.1 With respect to the procedures to be used to change a local exchange service customer from SWBT or another LSP to CLEC, SWBT will charge CLEC a customer change charge of \$5.00.
- 3.2 If an CLEC end user customer adds features or services when the end user customer changes their resold local service from SWBT or another LSP to CLEC, SWBT will charge CLEC the customer change charge and any applicable wholesale non-recurring charges for the features and services added.
- 3.3 If an CLEC end user customer changes their resold local service from SWBT or another LSP to CLEC, SWBT will charge CLEC the Primary Local Exchange Carrier Selection Charge. In addition, if any customer service modifications are made, any applicable wholesale non-recurring charges for the features or services added will apply.

4.0 Pricing

- 4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Services/Pricing.
- 4.2 Promotions of Resale services of more than 90 days will be made available to CLEC on terms and conditions no less favorable than those SWBT makes available to its customers and will be made available at the avoided cost discount from the promotional rate. Services offered for promotions of 90 days or less will be available for resale at the retail rate less the established avoided cost discount. (i.e., CLEC may not elect the promotional rate.)

5.0 Resale Qualifications

- 5.1 CLEC will resell these telecommunications services only to the same class of customer to which SWBT sells the services, e.g. residence service may not be resold to business customers. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.

- 5.2 SWBT is not required to make services available for resale at wholesale rates to CLEC for its own use.
- 5.3 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 Dialing Parity

For all call types associated with the Resale services provided to CLEC by SWBT under this Agreement: (i) an CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SWBT customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated SWBT customer; and (iii) the CLEC Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SWBT will have the same exchange boundaries, such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7.0 Notification/Changes in Retail Service

- 7.1 SWBT will provide thirty (30) days advance notice before the tariff filing date of new products and services and changes to existing products and services, including the discontinuance of existing features or services, that are available for resale. SWBT will provide a minimum of thirty (30) days notice before the tariff filing date of pricing changes for services that are available for resale.
- 7.2 CLEC will not offer any such new Resale product or service before SWBT is permitted to offer the service. SWBT will incur no liability to CLEC if the new service or product is not ultimately offered by SWBT or approved by the State Commission.

8.0 Ordering and Provisioning

- 8.1 SWBT will provide operational interfaces to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 2: Ordering and Provisioning-Resale.

9.0 Maintenance

- 9.1 Maintenance will be provided by SWBT in accordance with the service parity

000045

requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

10.0 Billing for Local Service

- 10.1 SWBT will bill CLEC for Resale services provided by SWBT to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.
- 10.2 SWBT will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

11.0 Customer Usage Data

- 11.1 SWBT will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

12.0 Operation Support Systems (OSS)

- 12.1 CLEC will access SWBT's Operations Support Systems (OSS) functions via a Remote Access Facility (RAF) located in Dallas, Texas. These OSSs include, but are not limited to, Easy Access Sales Environment (EASE), Customer Network Administration (CNA), DATAGATE and, when available, Electronic Bonding Interface (EBI).
- 12.2 CLEC may use two methods to access the RAF: Direct Connection (56Kbs~1.54Mbps trunk) Port or Dial Up (28Kbs modem) Port. For Direct Connections, CLEC will provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point will be the router interface at the RAF. Dial Up connections require CLEC to provide its own modems and connection to the SWBT RAF. CLEC will pay the cost of the call if Dial Up connection is used.
 - 12.2.1 Physical Diversity will be provided at the SWBT Two Bell Plaza location in Dallas in the following manner: dual access paths, provided by CLEC at CLEC's expense, into Two Bell Plaza in Dallas will be utilized. These two circuits will be connected to two different routers in the LRAF. A third router will be available and preserved as a backup router in the event one of the primary routers becomes inoperable. Purchase of an additional router, and a LAN Hub will be kept on hand to replace faulty equipment. Two firewalls will be configured so that the secondary one can take over for the primary firewall if it fails.
- 12.3 CLEC will use Transmission Control Protocol/Internet Protocol (TCP/IP) to access SWBT OSSs via the RAF. In addition, CLEC will provide a range of publicly registered

IP network addresses to SWBT. A user-id/password unique to each individual accessing an OSS on behalf of CLEC, other than for Datagate, will be required. Existing CLEC user-ids will be utilized to access Datagate. CLEC will provide periodic estimates, as mutually agreed to by the Parties, regarding the CLEC volume of transaction, number of concurrent users, desired number of Direct and Dial Up connections, and length of a typical session.

- 12.4 CLEC and SWBT will participate in implementation meetings to discuss CLEC RAF access plans and schedule testing of CLEC Direct and Dial Up connections. SWBT will make a help desk function available to assist CLEC in accessing SWBT OSSs.

13.0 Service/Operation Readiness Testing

- 13.1 In addition to testing described elsewhere in this Attachment, the Parties will test the systems used to perform the non-exclusive list of functions shown below in order to establish appropriate system readiness capabilities:
- 13.1.1 All interfaces between CLEC and SWBT work centers for Pre-Service Ordering, Ordering, Provisioning, Maintenance, Connectivity Billing, Local Account Maintenance, and Usage Data Transfer.
- 13.2 The functionalities identified above will be tested in order to determine whether SWBT's performance meets the applicable service parity requirements and other applicable performance standards set forth in this Agreement. The Parties will make available sufficient technical staff to perform such testing. The Parties technical staffs will be available to meet as necessary to facilitate testing. SWBT and CLEC will mutually agree on the schedule for such testing.
- 13.3 At CLEC's request, SWBT will provide to CLEC any results of the testing performed pursuant to the terms of this Agreement. CLEC may review such results and may notify SWBT of any failures to meet the requirements of this Agreement and this Attachment 1: Resale.
- 13.4 During the term of this Agreement, SWBT will participate in mutually agreed upon cooperative testing requested by CLEC whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability.

14.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and

network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

000048

3/4/98

APPENDIX SERVICES/PRICING

- 1.0 This Appendix Services/Pricing describes several services which SWBT will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SWBT which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.
- 2.0 **PLEXAR Families of Services Requirements**
- 2.1 CLEC may purchase the entire set of PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive CENTREX from SWBT. The PLEXAR families of services provided for resale will meet the following requirements:
- 2.1.1 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale.
- 2.1.2 The Parties will maintain restrictions on aggregation of toll services for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.
- 2.1.3 CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC will pay the rates for DS-1 termination set forth herein for such service.
- 2.2 CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 2.3 CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which SWBT provides local exchange service as the incumbent LEC.
- 2.4 CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 2.5 SWBT will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Appendix. SWBT's provision of PLEXAR Custom will be as specified in this paragraph. SWBT will offer CLEC the same price SWBT provides to its Customers less avoided costs, if any. In addition, SWBT will provide CLEC with the same technical and system design support that SWBT makes available to SWBT's PLEXAR Custom sales teams and agents. Such support will be provided by SWBT to CLEC with the same quality and timelines that SWBT provides to SWBT's PLEXAR sales teams and agents.

000049

Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by SWBT at a reasonable price, mutually acceptable to SWBT and CLEC.

3.0 CLASS and Custom Features Requirements

- 3.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. SWBT will provide to CLEC a list of all services and features. As requested by CLEC, SWBT will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by SWBT differs from the tariff, the tariff prevails. SWBT will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

4.0 Voluntary Federal Customer Financial Assistance Programs

- 4.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SWBT customers choose to obtain Resale service from CLEC, SWBT will confirm such customers' eligibility to participate in such SWBT programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SWBT's Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

5.0 E911/911 Services

- 5.1 Where available SWBT will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC will pay the appropriate PSAP applicable 911 surcharges (as defined by the appropriate Oversight Body) on resold lines. Where requested by SWBT, CLEC will provide SWBT with accurate and complete information regarding its customers in a format and time frame prescribed by SWBT for purposes of 911 administration. SWBT will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. SWBT will make CLEC Customer information available to the appropriate PSAP. SWBT shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Database) used to support E911/911 services.

000050

6.0 Services to Disabled Customers

- 6.1 SWBT agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When a SWBT customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, SWBT will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SWBT's disabled services are eligible to receive same.

7.0 Telecommunications Relay Service

- 7.1 Where SWBT provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telecommunications Relay Service [TRS]"), SWBT will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SWBT maintains a record of customers who qualify under any applicable law for TRS, SWBT will make such data available to CLEC as it pertains to CLEC Resale service customers.
- 7.2 Notwithstanding the provisions of Section 12.1 of the General Terms and Conditions portion of this Agreement, CLEC will apply the Deaf Relay Service and Equipment Distribution Program Fund surcharge to its local exchange subscribers as required under Section 209.255 R. S. Mo. and any other applicable law. CLEC will be solely responsible for billing and collecting the surcharge from its local exchange subscribers and remitting the surcharge directly to the appropriate taxing authority. Provided that CLEC fulfills its agreements as set forth in this Section, SWBT will not apply the surcharge to CLEC for the services provided by SWBT pursuant to this Attachment.

8.0 Lifeline Services

- 8.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SWBT agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.
- 8.2 When a SWBT Lifeline Services customer chooses to obtain Resale service from CLEC, SWBT will confirm such SWBT customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SWBT's Lifeline Services are eligible to receive the same.

000051

9.0 Advanced Intelligent Network

- 9.1 CLEC may purchase for resale those Advanced Intelligent Network (“AIN”) Telecommunication Services SWBT offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 9.2 All service levels, features and function components of AIN provided by SWBT and offered for resale by CLEC will be provided by SWBT at parity with the same services SWBT offers to its own customers.
- 9.3 CLEC may purchase any and all levels of AIN service for Resale services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

10.0 Pay Phone Services

- 10.1 “Pay Phones” are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public’s billing options to pay for telephony based services. SWBT does not offer “pay phones” to any customers and will not offer “pay phones” to CLEC for resale.
- 10.2 “Pay Phone Service”, for the purpose of this Appendix, is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. SWBT currently offers two types of pay phone services: (1) Customer Owned Pay Telephone Services (COPTS), and (2) SmartCoin.
- 10.3 CLEC may purchase COPTS and SmartCoin service for purposes of Resale to payphone services providers. SWBT will provide to CLEC for resale the COPTS and SmartCoin services and associated services addressed in Section 10 of this Appendix Services/Pricing to Attachment 1: Resale, where offered by SWBT.
- 10.4 PIC selection for COPTS and SmartCoin lines will be governed by Section 3.3 of Attachment 2: Ordering & Provisioning - Resale.
- 10.5 SWBT will make available to CLEC under tariff any and all technology related to COPTS and SmartCoin services, unless expressly mandated otherwise by applicable Federal or State Regulatory rules. When such situations occur, SWBT will work cooperatively with CLEC to establish a mutually agreeable solution of such ruling.
- 10.6 With COPTS and SmartCoin services, SWBT will provide CLEC through SWBT’s applicable tariffs all appropriate screening functions and features to minimize fraud potential.

000052

- 10.7 SWBT will provide CLEC under tariff all appropriate functions and features offered to SWBT's customers to allow CLEC Customers of COPTS and SmartCoin services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.
- 10.8 SWBT will provide CLEC under tariff all options related to COPTS and SmartCoin it provides to SWBT's own subscribers of such services.

11.0 Call Trace

- 11.1 CLEC end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC). SWBT shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 11.2 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify SWBT against any claims that insufficient information led to inadequate prosecution.

12.0 Suspension Services

- 12.1 Suspension of service discounts apply to the discounted rate for the underlying service. SWBT will offer to CLEC for resale to CLEC's end users Customer Initiated Suspension and Restoral Service. SWBT will also offer to CLEC a Company Initiated Suspension service for CLEC's own purposes at the SWBT retail tariff rate. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their end user, restoral charges will apply and CLEC will be billed for the appropriate service from the time of suspension.

13.0 Payments of Rates & Charges from a Third Party

- 13.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.

000053

14.0 Services Available for Resale and Associated Prices

- 14.1 Attached is Exhibit A, "List of SWBT's Telecommunications Services Available for Resale", which is a matrix that lists the services offered by SWBT which will be made available to CLEC for resale. CLEC may purchase these services at a 19.2% discount from SWBT's retail prices for all services except operator services. The wholesale discount of 13.91% applies to operator services only. Also attached is Exhibit B, "List of SWBT's Other Services Available for Resale", which is a matrix that lists services offered by SWBT which will be made available to CLEC at retail prices unless otherwise specified. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate.

15.0 Prices for Access to OSS for Either UNE, Resale or Both

- | | | |
|--------|--------------------------------|-------------------------------|
| 15.1 | System Access Charge | \$3,345.00 per month |
| 15.2 | Remote Access Facility Charge: | |
| 15.2.1 | Direct Connection | \$1,580.00 per port per month |
| 15.2.2 | Dial Up Connection | \$316.00 per port per month |

16.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

000054

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sect. Para.)	USOC	SWBT Retail Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount		
1	GE										
2	GE 1										
3	GE 1										
4	GE 1										
5	GE 1										
6	GE 1										
7	GE 1										
8	GE 1										
9	GE 1.4.1(A)	788									
10	GE 1.4.1(A)	VE9									
11	GE 1.4.1(B)										
12	GE 1.4.1(B)										
13	GE 1.4.1(B)										
14	GE 1.4.1(B)										
15	GE 1.4.2(B)										
16	GE 1.4.2(B)										
17	GE 1.4.2(B)										
18	GE 1.4.2(B)										
19	GE 2										
20	GE 2										
21	GE 2										
22	GE 2										
23	GE 2										
24	GE 2										
25	GE 2										
26	GE 2.4.1.A	RXR									
27	GE 2.4.1.A	RX2									
28	GE 2.4.1.A	RFXAA									
29	GE 2.4.1.A	RX5									
30	GE 2.4.1.A	RX3									
31	GE 2.4.1.A	RX4									
32	GE 2.4.1.A	RX6									
33	GE 2.4.1.A	RXW									
34	GE 2.4.1.A	RX2									
35	GE 2.4.1.A	RX2									
36	GE 2.4.1.A	RX2									
37	GE 2.4.1.A	RX2									
38	GE 2.4.1.A	RX2									
39	GE 2.4.1.A	RX2									
40	GE 2.4.1.A	RX2									
41	GE 2.4.1.A	RX2									
42	GE 2.4.1.A	RX2									
43	GE 2.4.1.A	RX2									
44	GE 2.4.1.A	RX2									
45	GE 2.4.1.A	RX2									
46	GE 2.4.1.A	RX2									
47	GE 2.4.1.A	RX2									
48	GE 2.4.1.A	RX2									
49	GE 2.4.1.A	RX2									
50	GE 2.4.1.A	RX2									
51	GE 2.4.1.A	RX2									
52	GE 2.4.1.A	RX2									
53	GE 2.4.1.A	RX2									
54	GE 2.4.1.A	RX2									
55	GE 2.4.1.A	RX2									
56	GE 2.4.1.A	RX2									
57	GE 2.4.1.A	RX2									
58	GE 2.4.1.A	RX2									
59	GE 2.4.1.A	RX2									
60	GE 2.4.1.A	RX2									

Where the tariff and the tariff condition are not shown, the tariff and the tariff condition are the same as the tariff and the tariff condition in the tariff, see individual tariff section.

000055

ENCLOSING

00005

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

1	SWBT MISSOURI	A	B	C	E	F	G	H	I	J	K	L	M
			Missouri Tariff Chs (Name, Sect, Price)	USOC	Monthly Recurring Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non- Recurring	Comments
2	SWBT Service Name												
121	- Main Station On Prem		GE 2.2.A.2.c	11SNC	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$14.900 Each 30 stations
122	- Restricted Main Station On Prem		RST	STL	\$ 14.65						19.2%	19.2%	Grandfathered
123	- Main Station Off Prem			11SNC	\$ 20.50						19.2%	19.2%	Grandfathered
124	- Main Station Off Prem			DPS	\$ 6.25						19.2%	19.2%	Grandfathered
125	- Restricted Main Station Off Prem			DPR	\$ 0.55						19.2%	19.2%	Grandfathered
126	- SAE Charge				\$ 6.40						19.2%	19.2%	Grandfathered
127	- Station Additive			1LVFS	\$ 4.00	\$ 28.50				\$ 0.80	19.2%	19.2%	Grandfathered
128	- Minimum Charge, per system										19.2%	19.2%	Grandfathered
129											19.2%	19.2%	Grandfathered
130											19.2%	19.2%	Grandfathered
131	Primary Location in Metro or Optional Exchange Svc Area		GE 2.5.1								19.2%	19.2%	Grandfathered
132	- Served by Local Exchange Service				\$ 3.85						19.2%	19.2%	Grandfathered
133	- Served by Optional Exchange Service, per main station			ZZOSL							19.2%	19.2%	Grandfathered
134	- Served by Optional Exchange Service, per main station										19.2%	19.2%	Grandfathered
135	Secondary Location in Metro or Optional Exchange Svc Area										19.2%	19.2%	Grandfathered
136	- Served by Local Exchange Service				\$ 3.85						19.2%	19.2%	Grandfathered
137	- Served by Optional Exchange Service, per main station			ZZOSL							19.2%	19.2%	Grandfathered
138	- Served by Optional Exchange Service, per main station										19.2%	19.2%	Grandfathered
139	- Plus \$.80 per station per mile or fraction thereof.			1LVFS							19.2%	19.2%	Grandfathered
140	- Minimum mileage charge, per station is \$4			1LVFS							19.2%	19.2%	Grandfathered
141	- Extended Area Service Arrangement										19.2%	19.2%	Grandfathered
142	- Primary Location										19.2%	19.2%	Grandfathered
143	- Secondary Location (in same exchange as primary loc)										19.2%	19.2%	Grandfathered
144	- Secondary Location (located in different exchange)										19.2%	19.2%	Grandfathered
145	- Extended Area Service Complex, (than primary loc)										19.2%	19.2%	Grandfathered
146	- + .80 per station, per mile or fraction thereof.			1LVFS							19.2%	19.2%	Grandfathered
147	- Minimum mileage charge, per station is \$4			1LVFS							19.2%	19.2%	Grandfathered
148	- Optional Service Arrangements										19.2%	19.2%	Grandfathered
149	- Title Line Term		GE 2.7.1.C.2								19.2%	19.2%	Grandfathered
150	- SAE Charge			TLL	\$ 77.00	\$ 53.25					19.2%	19.2%	Grandfathered
151	- without opt/CO Access, each					\$ 6.75					19.2%	19.2%	Grandfathered
152	- SAE Charge			TLN	\$ 69.45	\$ 53.25					19.2%	19.2%	Grandfathered
153	- SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
154	- Adv. P.L. Term, each		GE 2.7.1.D.2	PLS	\$ 143.50	\$ 38.25					19.2%	19.2%	Grandfathered
155	- SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
156	- Service Ent. Charge					\$ 540.00					19.2%	19.2%	Grandfathered
157	- Out-WATS Term., each		GE 2.7.2	WLA	\$ 15.35	\$ 50.00					19.2%	19.2%	Grandfathered
158	- SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
159	- Network Access Terminals										19.2%	19.2%	Grandfathered
160	- Dial Access Term., each		GE 2.7.3.D.1	901	\$ 62.90	\$ 53.25					19.2%	19.2%	Grandfathered
161	- SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
162	- Manual Term., each			905	\$ 32.40	\$ 65.00					19.2%	19.2%	Grandfathered
163	- SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
164	- Net Access Term (Centrex)		GE 2.7.3.D.2								19.2%	19.2%	Grandfathered
165	- Dial Access Term (CTX)										19.2%	19.2%	Grandfathered
166	- with multilevel access			DKB	\$ 90.20	\$ 150.00					19.2%	19.2%	Grandfathered
167	- Service and Equipment Charges			DKC	\$ 83.00	\$ 150.00					19.2%	19.2%	Grandfathered
168	- without multilevel access					\$ 6.75					19.2%	19.2%	Grandfathered
169	- Service and Equipment Charges			BK1	\$ 36.10	\$ 50.00					19.2%	19.2%	Grandfathered
170	- Manual Access					\$ 6.75					19.2%	19.2%	Grandfathered
171	- Service and Equipment Charges			DKR	\$ 19.40	\$ 25.00					19.2%	19.2%	Grandfathered
172	- Attendant Arrangement		GE 2.7.3.D.3								19.2%	19.2%	Grandfathered
173	- Service and Equipment Charges					\$ 6.75					19.2%	19.2%	Grandfathered
174	- Optional Features										19.2%	19.2%	Grandfathered
175	- Additional Listed # group		GE 2.9.1								19.2%	19.2%	Grandfathered
176	- Where the WATS and WATS meter connection charges apply, the USOC of WATS plus, refer to the WATS										19.2%	19.2%	Grandfathered
177	- For rates that are cross-referenced in the tariff, see individual tariff section.										19.2%	19.2%	Grandfathered

000057

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

SWBT MISSOURI																
A		B	C	E		F	G	H	I	J	K	L	M			
		Missouri Tariff Cite (Name, Sec. Para)		Monthly Recurring	SWBT Retail Price	Service Charge/Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non- Recurring	SWBT Wholesale Offered Discount			
1	2	SWBT Service Name	USOC												Comments	
181	2nd Group up to 500	SAE Charge	LPEX2	\$ 218.20		\$ 9.50					19.2%	19.2%	Grandfathered			
182	SAE Charge		LPEX3	\$ 327.20		\$ 9.50					19.2%	19.2%	Grandfathered			
183	2nd Group over 500										19.2%	19.2%	Grandfathered			
184	SAE Charge										19.2%	19.2%	Grandfathered			
185	3rd Group up to 500		LPSX2	\$ 366.25		\$ 9.50					19.2%	19.2%	Grandfathered			
186	SAE Charge										19.2%	19.2%	Grandfathered			
187	3rd Group over 500		LPSX3	\$ 615.55		\$ 9.50					19.2%	19.2%	Grandfathered			
188	SAE Charge										19.2%	19.2%	Grandfathered			
189	4th Group up to 500		LPIX2	\$ 475.25		\$ 9.50					19.2%	19.2%	Grandfathered			
190	SAE Charge										19.2%	19.2%	Grandfathered			
191	4th Group over 500		LPIX3	\$ 794.80		\$ 9.50					19.2%	19.2%	Grandfathered			
192	SAE Charge										19.2%	19.2%	Grandfathered			
193	5th Group up to 500		LPHX2	\$ 623.35		\$ 9.50					19.2%	19.2%	Grandfathered			
194	SAE Charge										19.2%	19.2%	Grandfathered			
195	5th Group over 500		LPHX3	\$ 1,012.65		\$ 9.50					19.2%	19.2%	Grandfathered			
196	SAE Charge										19.2%	19.2%	Grandfathered			
197	Attendant Conference Arrangement	GE 2.9.1	BKT	\$ 177.45		\$ 4.00					19.2%	19.2%	Grandfathered			
198	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
199	Attendant Control of Facilities		TGC	\$ 4.70		\$ 15.00					19.2%	19.2%	Grandfathered			
200	SAE Charge					\$ 45.00					19.2%	19.2%	Grandfathered			
201	Inst Move Chg					\$ 45.00					19.2%	19.2%	Grandfathered			
202	Additional key control					\$ 45.00					19.2%	19.2%	Grandfathered			
203	SAE Charge		TGD	\$ 4.70		\$ 15.00					19.2%	19.2%	Grandfathered			
204	Inst Move Chg					\$ 45.00					19.2%	19.2%	Grandfathered			
205	Auto Callback					\$ 45.00					19.2%	19.2%	Grandfathered			
206	Common Equipment		ACY	\$ 31.50		\$ 180.00					19.2%	19.2%	Grandfathered			
207	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
208	SEC					\$ 410.00					19.2%	19.2%	Grandfathered			
209	Per Main Station		SAK	\$ 2.50		\$ 4.00					19.2%	19.2%	Grandfathered			
210	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
211	ARS	GE 2.9.1									19.2%	19.2%	Grandfathered			
212	Common Equip., per arrg	GE 2.9.1A	ART	\$ 8.50		\$ 35.00					19.2%	19.2%	Grandfathered			
213	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
214	Service Establishment Charge					\$ 1,650.00					19.2%	19.2%	Grandfathered			
215	Fac. term. in patterns, EACH		AR5	\$ 0.25		\$ 55.00					19.2%	19.2%	Grandfathered			
216	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
217	Route Sel. Patterns										19.2%	19.2%	Grandfathered			
218	by NPA, wireline to	GE 2.9.1A.1									19.2%	19.2%	Grandfathered			
219	Telecom network, per pat.	GE 2.9.1A.1a	AR9	\$ 3.50		\$ 75.00					19.2%	19.2%	Grandfathered			
220	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
221	Overflow tone, per pat.	GE 2.9.1A.1b	ARG	\$ 6.70		\$ 75.00					19.2%	19.2%	Grandfathered			
222	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
223	Route Sel. Patterns										19.2%	19.2%	Grandfathered			
224	by NPA & CO Code route to	GE 2.9.1A.2									19.2%	19.2%	Grandfathered			
225	Telecom network, per pat.	GE 2.9.1A.2a	ARH	\$ 5.95		\$ 160.00					19.2%	19.2%	Grandfathered			
226	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
227	Overflow tone, per pat.	GE 2.9.1A.2b	ARK	\$ 9.15		\$ 160.00					19.2%	19.2%	Grandfathered			
228	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
229	Add/delete codes within	GE 2.9.1B.1				\$ 6.75					19.2%	19.2%	Grandfathered			
230	same pattern, per pattern					\$ 6.75					19.2%	19.2%	Grandfathered			
231	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
232	Charge overflow from tone	GE 2.9.1B.2				\$ 55.00					19.2%	19.2%	Grandfathered			
233	to network/voice versa					\$ 6.75					19.2%	19.2%	Grandfathered			
234	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
235	ARS					\$ 6.75					19.2%	19.2%	Grandfathered			
236	Type sum. per occasion	GE 2.9.1				\$ 1,360.00					19.2%	19.2%	Grandfathered			
237	1st 10,000 calls		ARXTP	\$ 6.75		\$ 38.50					19.2%	19.2%	Grandfathered			
238	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered			
239	Each additional 1000 calls					\$ 38.50					19.2%	19.2%	Grandfathered			
240											19.2%	19.2%	Grandfathered			

where no tariff and the proper connection services name, date, version or other info, refer to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

000058

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

1	A SWBT MISSOURI	B Miscellaneous Cite (Name, Sect, Para)	C USOC	E SWBT Retail Price		F Service Charge/ Non- Recurring	G Per Use Charge	H Minute Charge	I Message Charge	J Message Charge	K SWBT Wholesale Offered Discount		M
				Monthly Recurring							Recurring	Non- Recurring	
2	SWBT Service Name												Comments
241	Manual Input, per occasion		APXMP			\$ 1,200.00					19.2%	19.2%	Grandfathered
242	1st 10,000 calls					\$ 6.75					19.2%	19.2%	Grandfathered
243	S&E Charge					\$ 23.75					19.2%	19.2%	Grandfathered
244	Each additional 1000 calls										19.2%	19.2%	Grandfathered
245	Busy Vert. Tie Trunks										19.2%	19.2%	Grandfathered
246	Per system										19.2%	19.2%	Grandfathered
247	S&E Charge		B24	\$ 3.75		\$ 39.75					19.2%	19.2%	Grandfathered
248	Per trunk					\$ 6.75					19.2%	19.2%	Grandfathered
249	S&E Charge		B25	\$ 0.75							19.2%	19.2%	Grandfathered
250	Call Forwarding-Busy Line					\$ 6.75					19.2%	19.2%	Grandfathered
251	per station										19.2%	19.2%	Grandfathered
252	S&E Charge		E6G	\$ 0.15		\$ 4.00					19.2%	19.2%	Grandfathered
253	Call Forwarding-Don't Answer					\$ 6.75					19.2%	19.2%	Grandfathered
254	per station		E9G	\$ 1.40		\$ 4.00					19.2%	19.2%	Grandfathered
255	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
256	Change Ringing Cycle										19.2%	19.2%	Grandfathered
257	Call Forwarding Over Private										19.2%	19.2%	Grandfathered
258	Facilities										19.2%	19.2%	Grandfathered
259	Common Equipment, per system		EAY	\$ 90.60		\$ 1.50					19.2%	19.2%	Grandfathered
260	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
261	SEC					\$ 389.00					19.2%	19.2%	Grandfathered
262	S&E Charge		EAP	\$ 3.90		\$ 1.50					19.2%	19.2%	Grandfathered
263	Reminder Ring, per station					\$ 6.75					19.2%	19.2%	Grandfathered
264	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
265	Call Forwarding-Variable					\$ 6.75					19.2%	19.2%	Grandfathered
266	per station		EAT	\$ 0.30		\$ 4.00					19.2%	19.2%	Grandfathered
267	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
268	Call Hold/Call Pick Up					\$ 6.75					19.2%	19.2%	Grandfathered
269	per station		EAD	\$ 0.85		\$ 4.00					19.2%	19.2%	Grandfathered
270	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
271	Call Transfer All Calls										19.2%	19.2%	Grandfathered
272	Consultation Call All Calls										19.2%	19.2%	Grandfathered
273	and 3-Way Calling										19.2%	19.2%	Grandfathered
274	per 100 stations		E2H	\$ 46.80		\$ 6.75					19.2%	19.2%	Grandfathered
275	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
276	Cancel CW, per sys					\$ 104.50					19.2%	19.2%	Grandfathered
277	Call Waiting-Terminating		ESX	\$ 0.85		\$ 4.00					19.2%	19.2%	Grandfathered
278	per station					\$ 6.75					19.2%	19.2%	Grandfathered
279	S&E Charge					\$ 104.50					19.2%	19.2%	Grandfathered
280	Cancel CW, per sys					\$ 4.00					19.2%	19.2%	Grandfathered
281	Call Waiting-Intargroup		E6N	\$ 1.25		\$ 4.00					19.2%	19.2%	Grandfathered
282	per station					\$ 6.75					19.2%	19.2%	Grandfathered
283	S&E Charge		ESZ	\$ 0.20		\$ 4.00					19.2%	19.2%	Grandfathered
284	Call Waiting-Originating					\$ 6.75					19.2%	19.2%	Grandfathered
285	per station		E6H	\$ 0.60		\$ 4.00					19.2%	19.2%	Grandfathered
286	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
287	Circle Hunt, per term		CCX	\$ 88.60		\$ 72.75					19.2%	19.2%	Grandfathered
288	per station					\$ 6.75					19.2%	19.2%	Grandfathered
289	S&E Charge		EMC	\$ 112.30		\$ 4.00					19.2%	19.2%	Grandfathered
290	Code Call Access Arrangement					\$ 6.75					19.2%	19.2%	Grandfathered
291	S&E Charge		EAN	\$ 4.00		\$ 4.00					19.2%	19.2%	Grandfathered
292	Conference Calling Arrangement					\$ 4.00					19.2%	19.2%	Grandfathered
293	per station					\$ 4.00					19.2%	19.2%	Grandfathered
294	S&E Charge		E6C	\$ 0.25		\$ 4.00					19.2%	19.2%	Grandfathered
295	Conference Calling Sta. Line Arrangement					\$ 4.00					19.2%	19.2%	Grandfathered
296	per station					\$ 4.00					19.2%	19.2%	Grandfathered
297	S&E Charge					\$ 4.00					19.2%	19.2%	Grandfathered
298	Call Waiting per line					\$ 4.00					19.2%	19.2%	Grandfathered
299	S&E Charge					\$ 4.00					19.2%	19.2%	Grandfathered
300	Call thru Attendant, per location		THD	\$ 1.00		\$ 0.25					19.2%	19.2%	Grandfathered

Where two tariffs and the higher tariff on service items, use USOC or other Priced, refer to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

000059

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
			SWBT Retail Price	Service Charge Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Recurring	Non-Recurring
1	SWBT MISSOURI										
2	Missouri Tariff										
301	SWBT Service Name	USOC	Monthly Recurring								
302	SAE Charge		\$ 38.40	\$ 6.75					19.2%	Grandfathered	
303	Dictation Access								19.2%	Grandfathered	
304	Dictated call pickup								19.2%	Grandfathered	
305	SAE Charge		\$ 0.05	\$ 0.50					19.2%	Grandfathered	
306	SAE Charge			\$ 6.75					19.2%	Grandfathered	
307	Dial ringing/Call								19.2%	Grandfathered	
308	Waiting Tone								19.2%	Grandfathered	
309	Common Equipment								19.2%	Grandfathered	
310	SAE Charge		\$ 19.55	\$ 180.00					19.2%	Grandfathered	
311	SEC			\$ 6.75					19.2%	Grandfathered	
312	Class B Ringing Tone, per station		\$ 1.50	\$ 4.00					19.2%	Grandfathered	
313	SAE Charge			\$ 6.75					19.2%	Grandfathered	
314	Class C Tones, per station		\$ 1.50	\$ 4.00					19.2%	Grandfathered	
315	SAE Charge			\$ 6.75					19.2%	Grandfathered	
316	Class C Ringing Tone			\$ 6.75					19.2%	Grandfathered	
317	per prompt SCAN term		\$ 0.70	\$ 1.75					19.2%	Grandfathered	
318	SAE Charge			\$ 6.75					19.2%	Grandfathered	
319	SAE Charge			\$ 6.75					19.2%	Grandfathered	
320	ELECTRIC TANDEM SWITCHING								19.2%	Grandfathered	
321	ARS-Deluxe		\$ 162.25	\$ 1,300.00					19.2%	Grandfathered	
322	Common Equipment			\$ 6.75					19.2%	Grandfathered	
323	SAE Charge			\$ 3,950.00					19.2%	Grandfathered	
324	Service Establishment Charge								19.2%	Grandfathered	
325	Route Selection Pattern								19.2%	Grandfathered	
326	per facility		\$ 2.60						19.2%	Grandfathered	
327	SAE Charge			\$ 6.75					19.2%	Grandfathered	
328	By NPA Code		\$ 2.95	\$ 26.25					19.2%	Grandfathered	
329	SAE Charge			\$ 6.75					19.2%	Grandfathered	
330	By NPA Codes & CO Codes		\$ 5.75	\$ 108.50					19.2%	Grandfathered	
331	SAE Charge			\$ 6.75					19.2%	Grandfathered	
332	Arrangement for additional pattern			\$ 268.00					19.2%	Grandfathered	
333	groups for Time-of-Day Rtg		\$ 7.45	\$ 6.75					19.2%	Grandfathered	
334	SAE Charge			\$ 6.75					19.2%	Grandfathered	
335	Additional Changes								19.2%	Grandfathered	
336	Additional Changes								19.2%	Grandfathered	
337	changes, per pattern			\$ 26.25					19.2%	Grandfathered	
338	SAE Charge			\$ 6.75					19.2%	Grandfathered	
339	Additional patterns								19.2%	Grandfathered	
340	Additional patterns								19.2%	Grandfathered	
341	facility to exist route								19.2%	Grandfathered	
342	Additional changes in NPA or CO			\$ 20.25					19.2%	Grandfathered	
343	Code, per code, per pattern			\$ 6.75					19.2%	Grandfathered	
344	SAE Charge			\$ 6.75					19.2%	Grandfathered	
345	Additional deletions/changes			\$ 32.00					19.2%	Grandfathered	
346	for time-of-day routing intervals			\$ 6.75					19.2%	Grandfathered	
347	SAE Charge			\$ 6.75					19.2%	Grandfathered	
348	Customer Admin. & Control								19.2%	Grandfathered	
349	Common Equipment		\$ 608.65	\$ 865.00					19.2%	Grandfathered	
350	SAE Charge			\$ 6.75					19.2%	Grandfathered	
351	Service Establishment Charge			\$ 461.00					19.2%	Grandfathered	
352	Fac. Admin. & Control Com. Eq.		\$ 152.95	\$ 175.00					19.2%	Grandfathered	
353	SAE Charge			\$ 6.75					19.2%	Grandfathered	
354	Service Establishment Charge			\$ 3,950.00					19.2%	Grandfathered	
355	Traffic Data to Customer		\$ 145.80	\$ 184.50					19.2%	Grandfathered	
356	Common Equipment			\$ 6.75					19.2%	Grandfathered	
357	SAE Charge			\$ 6.75					19.2%	Grandfathered	
358	Service Establishment Charge			\$ 8,900.00					19.2%	Grandfathered	
359	per queue equipped		\$ 1.95	\$ 43.25					19.2%	Grandfathered	
360	per queue equipped								19.2%	Grandfathered	

Where the tariff for the service is not shown in the list, see individual tariff section.
For rates that are codes entered in the list, see individual tariff section.

000060

A			B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI		Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
2	SWBT Service Name				Monthly Recurring						19.2%	Recurring	
361	S&E Charge			PTY	\$ 5.00	\$ 6.75					19.2%	Grandfathered	
362	- per facility group equipped					\$ 43.25					19.2%	Grandfathered	
363	S&E Charge				\$ 6.75						19.2%	Grandfathered	
364	- 212A DATAPHONE Data Set, each			DIC	\$ 35.35	\$ 45.25					19.2%	Grandfathered	
365	S&E Charge					\$ 6.75					19.2%	Grandfathered	
366	- DELUXE QUEUING		GE 2.9.1.C.3								19.2%	Grandfathered	
367	- Common Equipment			QDC	\$ 71.90	\$ 284.50					19.2%	Grandfathered	
368	S&E Charge					\$ 6.75					19.2%	Grandfathered	
369	Service Establishment Charge					\$ 2,000.00					19.2%	Grandfathered	
370	- Queue			QDF	\$ 0.63	\$ 73.00					19.2%	Grandfathered	
371	- per facility group					\$ 6.75					19.2%	Grandfathered	
372	S&E Charge										19.2%	Grandfathered	
373	- Queue Slots off hook			QDA	\$ 21.25						19.2%	Grandfathered	
374	queue slot with										19.2%	Grandfathered	
375	- Rec Announcement			QDM	\$ 18.70	\$ 6.75					19.2%	Grandfathered	
376	S&E Charge					\$ 6.75					19.2%	Grandfathered	
377	- Music			QDR	\$ 10.90						19.2%	Grandfathered	
378	S&E Charge					\$ 6.75					19.2%	Grandfathered	
379	- Ring Back Queue Slots										19.2%	Grandfathered	
380	S&E Charge					\$ 6.75					19.2%	Grandfathered	
381	- Recorded Announcement			QDE	\$ 61.10	\$ 38.75					19.2%	Grandfathered	
382	- Common Equipment			QDT	\$ 90.95	\$ 38.75					19.2%	Grandfathered	
383	S&E Charge					\$ 6.75					19.2%	Grandfathered	
384	- Music-on-Queue										19.2%	Grandfathered	
385	S&E Charge					\$ 6.75					19.2%	Grandfathered	
386	plus chain between CO eq. & music source @ prem										19.2%	Grandfathered	
387	- Changes			ROH01	\$ 31.75						19.2%	Grandfathered	
388	- RBO to OHQ vice-versa					\$ 6.75					19.2%	Grandfathered	
389	S&E Charge										19.2%	Grandfathered	
390	- Change in qty of Queue Slots			ROH02	\$ 31.75						19.2%	Grandfathered	
391	per queue					\$ 6.75					19.2%	Grandfathered	
392	S&E Charge			ROH03	\$ 31.75						19.2%	Grandfathered	
393	- Change in queue threshold					\$ 6.75					19.2%	Grandfathered	
394	time, per queue			ROH04	\$ 31.75						19.2%	Grandfathered	
395	S&E Charge					\$ 6.75					19.2%	Grandfathered	
396	- Change in Recorded Announcement			ROH05	\$ 31.75						19.2%	Grandfathered	
397	S&E Charge					\$ 6.75					19.2%	Grandfathered	
398	- Change in post queue msg					\$ 31.75					19.2%	Grandfathered	
399	per queue					\$ 6.75					19.2%	Grandfathered	
400	S&E Charge			ETX	\$ 42.90	\$ 73.50					19.2%	Grandfathered	
401	- Electronic Tandem Switching		GE 2.9.1.C.4								19.2%	Grandfathered	
402	The Line Term, EACH					\$ 6.75					19.2%	Grandfathered	
403	S&E Charge										19.2%	Grandfathered	
404	- Facilities Restriction Levels										19.2%	Grandfathered	
405	Centrex Station or incoming or										19.2%	Grandfathered	
406	incoming to line term EACH										19.2%	Grandfathered	
407	GE 2.9.1.C.5			FRK00	\$ 0.05	\$ 4.50					19.2%	Grandfathered	
408	FRK01				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
409	FRK02				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
410	FRK03				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
411	FRK04				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
412	FRK05				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
413	FRK06				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
414	FRK07				\$ 0.05	\$ 4.50					19.2%	Grandfathered	
415	S&E Charge					\$ 6.75					19.2%	Grandfathered	
416	- Authorization Codes										19.2%	Grandfathered	
417	- Common Equipment			AUA	\$ 169.90	\$ 715.00					19.2%	Grandfathered	
418	S&E Charge					\$ 6.75					19.2%	Grandfathered	
419	Service Establishment Charge					\$ 6,500.00					19.2%	Grandfathered	
420	Where the tariff rate is higher than the tariff rate, each, USOC or rate plan, refer to the tariff.										19.2%	Grandfathered	

Where the tariff rate is higher than the tariff rate, each, USOC or rate plan, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

000061

1	A SWBT MISSOURI	B Missouri Tariff Class (Name, Sect. Para)	C USOC	E SWBT Retail Price	F Service Charge/ Non- Recurring	G Per Use Charge	H Minute Charge	I Message Charge	J Mileage Charge	K SWBT Wholesale Offered Discount		L Non- Recurring		M Comments
2	SWBT Service Name													
421	- Authorization Codes, per 100													
422	codes or fraction thereof													
423	S&E Charge													
424														
425	- Per Facility terminated in													
426	ARS-D or UN/AAR patterns													
427	EACH													
428	S&E Charge													
429	- Changes													
430	- Changes in FRL per station													
431	- Incoming or two-way tie line													
432	termination, EACH													
433														
434														
435														
436														
437														
438														
439														
440	S&E Charge													
441	- Change in single Auth Code													
442	and/or associated FRL where													
443	Telephone Co. sec order activity													
444	is required, EACH													
445	S&E Charge													
446	- Station Message Detail													
447	Recording to Premises													
448	- Central Office Equipment													
449														
450	- Common Equip. EACH													
451	S&E Charge													
452	- Service Establishment Charge													
453	- Per facility terminated in													
454	ARS-D or UN/AAR patterns													
455	when system is equipped for													
456	originating records, EACH													
457	S&E Charge													
458	- Per tie line facility equipped													
459	for terminating records, EACH													
460	S&E Charge													
461	- 201C DataPhone Data Set													
462	EACH													
463	S&E Charge													
464	- Station Message Detail													
465	Recording to Premises													
466	- Additions and Changes													
467	- SMR-P records-													
468	change from recording completed													
469	calls only to calls attempted													
470	or vice versa, per system													
471	S&E Charge													
472	- Change in status of all													
473	station lines in No. 1 ESS													
474	customer group or individual													
475	facility from records-not-													
476	required to records-required													
477	S&E Charge													
478	- Uniform Numbering													
479	- Automatic Alternate Routing													

Where the tariff and the numbering plan are different, the tariff, see individual tariff section.

000062

1	A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff	USOC	Monthly Recurring	Service Charge/Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
480	- Common Equipment	OE 29.1.C7	UNR	\$ 414.80	\$ 1,500.00					19.2%	19.2%	Grandfathered
481	- SAE Charge				\$ 7,050.00					19.2%	19.2%	Grandfathered
482	- Service Establishment Charge									19.2%	19.2%	Grandfathered
483	- Route Selection Patterns									19.2%	19.2%	Grandfathered
484	- Per UN/AAR pattern		UNP	\$ 3.15	\$ 26.25					19.2%	19.2%	Grandfathered
485	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
486	- Per to line terminated in									19.2%	19.2%	Grandfathered
487	- UN/AAR and/or AFS-D									19.2%	19.2%	Grandfathered
488	- pattern(s)		UNF	\$ 2.45						19.2%	19.2%	Grandfathered
489	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
490	- Per facility for Automatic									19.2%	19.2%	Grandfathered
491	- Overflow to DDD		UNO	\$ 45.40	\$ 6.75					19.2%	19.2%	Grandfathered
492	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
493	- Additions and Changes									19.2%	19.2%	Grandfathered
494	- Additions, deletions or									19.2%	19.2%	Grandfathered
495	- changes of routes or									19.2%	19.2%	Grandfathered
496	- associated FRL's in existing									19.2%	19.2%	Grandfathered
497	- patterns, per pattern		RGHUP		\$ 26.25					19.2%	19.2%	Grandfathered
498	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
499	- Additions of patterns									19.2%	19.2%	Grandfathered
500	- per pattern									19.2%	19.2%	Grandfathered
501	- SAE Charge			\$ 3.15	\$ 26.25					19.2%	19.2%	Grandfathered
502	- Addition or deletion of a				\$ 6.75					19.2%	19.2%	Grandfathered
503	- facility to an existing route									19.2%	19.2%	Grandfathered
504	- Additions or changes in									19.2%	19.2%	Grandfathered
505	- 'on-network' location code									19.2%	19.2%	Grandfathered
506	- routing, per code				\$ 30.00					19.2%	19.2%	Grandfathered
507	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
508	- Flexible Incoming Call Restriction									19.2%	19.2%	Grandfathered
509	- Per one or group of station									19.2%	19.2%	Grandfathered
510	- lines activated by the same									19.2%	19.2%	Grandfathered
511	- arrangement									19.2%	19.2%	Grandfathered
512	- SAE Charge		FRG	\$ 2.75	\$ 0.25					19.2%	19.2%	Grandfathered
513	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
514	- per station		FRA	\$ 0.05						19.2%	19.2%	Grandfathered
515	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
516	- Outgoing Trunk Queuing									19.2%	19.2%	Grandfathered
517	- WATS Phase I									19.2%	19.2%	Grandfathered
518	- Common Equipment, EACH		OTQ	\$ 54.65	\$ 240.00					19.2%	19.2%	Grandfathered
519	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
520	- Queue, EACH		OTI	\$ 3.35	\$ 45.00					19.2%	19.2%	Grandfathered
521	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
522	- Queue Slot, EACH		OTU	\$ 43.30	\$ 20.00					19.2%	19.2%	Grandfathered
523	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
524	- Optional Features									19.2%	19.2%	Grandfathered
525	- Attendant Key Control									19.2%	19.2%	Grandfathered
526	- Inhibit Inflow, EACH		OTA	\$ 2.65						19.2%	19.2%	Grandfathered
527	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
528	- Inhibit Outflow, EACH		OTB	\$ 2.65	\$ 1.25					19.2%	19.2%	Grandfathered
529	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
530	- Control Channel, EACH									19.2%	19.2%	Grandfathered
531	- Changes and Rearrangements									19.2%	19.2%	Grandfathered
532	- Common Equipment				\$ 30.00					19.2%	19.2%	Grandfathered
533	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
534	- Quantity of Queue Slots, EACH				\$ 90.00					19.2%	19.2%	Grandfathered
535	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
536	- Common Equipment				\$ 90.00					19.2%	19.2%	Grandfathered
537	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered
538	- Quantity of Queue Slots, EACH				\$ 90.00					19.2%	19.2%	Grandfathered
539	- SAE Charge				\$ 6.75					19.2%	19.2%	Grandfathered

Where the tariff and the tariff context on services names, USOC, USOC of tariff prices, refer to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

1		A		B		C		E		F		G		H		I		J		K		L		M	
SWBT MISSOURI				Missouri Tariff		USOC		Monthly		Service		Per Use		Minute		Message		Charge		Recycling		Non-Recycling		Comments	
				Chg (Name)				Recycling		Charge Non-		Charge		Charge		Charge		Charge		Charge		Charge			
				Sect. Para)						Recycling															
2		SWBT Service Name																							
540		- Queue Threshold Time Limit																							
541		- SAE Charge																							
542		- Initial Inflow, EACH																							
543		- SAE Charge																							
544		- Inhibit Outflow, EACH																							
545		- SAE Charge																							
546		- Silence on Queue																							
547		- SAE Charge																							
548		- Change in Overflow Arrangement																							
549		- SAE Charge																							
550		- Priority, per station																							
551		- SAE Charge																							
552		- Paging Access Arrangement																							
553		- Preferred Hunt, per list																							
554		- SAE Charge																							
555		- Remote Access Capability																							
556		- Common Equipment																							
557		- Per Remote Access Path																							
558		- SAE Charge																							
559		- Changes																							
560		- In exchange or device security																							
561		- Access code, per Remote																							
562		- Access Path																							
563		- Remote Test Verification System																							
564		- Per system																							
565		- SAE Charge																							
566		- Service Establishment Charge																							
567		- Per station arranged to test																							
568		- SAE Charge																							
569		- Selected Customer Control																							
570		- Facilities																							
571		- Common Equipment, per system																							
572		- SAE Charge																							
573		- Access Device, per																							
574		- Facility group device																							
575		- SAE Charge																							
576		- Simplified Message Desk Interface																							
577		- Per system																							
578		- SAE Charge																							
579		- Per station arranged to																							
580		- Access the message desk																							
581		- SAE Charge																							
582		- Speed Calling, Six Codes																							
583		- Per speed calling arrangement																							
584		- SAE Charge																							
585		- Speed Calling, Six Codes																							
586		- Per speed calling arrangement																							
587		- SAE Charge																							
588		- Speed Calling, Six Codes																							
589		- Per speed calling arrangement																							
590		- SAE Charge																							
591		- Speed Calling, Six Codes																							
592		- Per speed calling arrangement																							
593		- SAE Charge																							
594		- Speed Calling, Six Codes																							
595		- Per speed calling arrangement																							
596		- SAE Charge																							
597		- Speed Calling, Six Codes																							
598		- Per speed calling arrangement																							
599		- SAE Charge																							
600		- Speed Calling, Six Codes																							
601		- Per speed calling arrangement																							
602		- SAE Charge																							
603		- Speed Calling, Six Codes																							
604		- Per speed calling arrangement																							
605		- SAE Charge																							
606		- Speed Calling, Six Codes																							
607		- Per speed calling arrangement																							
608		- SAE Charge																							
609		- Speed Calling, Six Codes																							
610		- Per speed calling arrangement																							
611		- SAE Charge																							
612		- Speed Calling, Six Codes																							
613		- Per speed calling arrangement																							
614		- SAE Charge																							
615		- Speed Calling, Six Codes																							
616		- Per speed calling arrangement																							
617		- SAE Charge																							
618		- Speed Calling, Six Codes																							
619		- Per speed calling arrangement																							
620		- SAE Charge																							
621		- Speed Calling, Six Codes																							
622		- Per speed calling arrangement																							
623		- SAE Charge																							
624		- Speed Calling, Six Codes																							
625		- Per speed calling arrangement																							
626		- SAE Charge																							
627		- Speed Calling, Six Codes																							
628		- Per speed calling arrangement																							
629		- SAE Charge																							
630		- Speed Calling, Six Codes																							
631		- Per speed calling arrangement																							
632		- SAE Charge																							
633		- Speed Calling, Six Codes																							
634		- Per speed calling arrangement																							
635		- SAE Charge																							
636		- Speed Calling, Six Codes																							
637		- Per speed calling arrangement																							
638		- SAE Charge																							
639		- Speed Calling, Six Codes																							
640		- Per speed calling arrangement																							
641		- SAE Charge																							
642		- Speed Calling, Six Codes																							
643		- Per speed calling arrangement																							
644		- SAE Charge																							
645		- Speed Calling, Six Codes																							
646		- Per speed calling arrangement																							
647		- SAE Charge																							
648		- Speed Calling, Six Codes																							
649		- Per speed calling arrangement																							
650		- SAE Charge																							
651		- Speed Calling, Six Codes																							

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

	A SWBT MISSOURI	B Missouri Tariff Cite (Name, Sect Para)	C USOC	E SWBT Retail Price		F Service Charge/ Non- Recurring	G Per Use Charge	H Minute Charge	I Message Charge	J Mileage Charge	K SWBT Wholesale Offered Discount		M
				Monthly Recurring							Recurring	Non- Recurring	
1													
2	SWBT Service Name												Comments
600	Speed Calling Access										19.2%	19.2%	
601	- Per station line			\$ 0.25							19.2%	19.2%	
603	S&E Charge		E3G			\$ 6.75					19.2%	19.2%	Grandfathered
604	Split Service Offering										19.2%	19.2%	Grandfathered
605	- Per add common block, EACH		EBS	\$ 8.00		\$ 120.00					19.2%	19.2%	Grandfathered
606	S&E Charge					\$ 6.75					19.2%	19.2%	Grandfathered
607											19.2%	19.2%	Grandfathered
608	Sta Dial Code Screen		SCR	\$ 0.15		\$ 6.75					19.2%	19.2%	Grandfathered
609	per sta. equipped, each										19.2%	19.2%	Grandfathered
610	S&E										19.2%	19.2%	Grandfathered
611	Screening Arrgmt I		SCW	\$ 65.05		\$ 6.75					19.2%	19.2%	Grandfathered
612	Per group of stations					\$ 6.75					19.2%	19.2%	Grandfathered
613	S&E		SCY	\$ 3.30		\$ 6.75					19.2%	19.2%	Grandfathered
614	Per NPA, each					\$ 6.75					19.2%	19.2%	Grandfathered
615	S&E										19.2%	19.2%	Grandfathered
616	Screening Arrgmt II		SCZ	\$ 65.05		\$ 6.75					19.2%	19.2%	Grandfathered
617	Per group of stations					\$ 6.75					19.2%	19.2%	Grandfathered
618	S&E		SC1	\$ 3.30		\$ 6.75					19.2%	19.2%	Grandfathered
619	Per NPA, each					\$ 6.75					19.2%	19.2%	Grandfathered
620	S&E										19.2%	19.2%	Grandfathered
621	Additions/Reorgs										19.2%	19.2%	Grandfathered
622	Additions/Reorgs to										19.2%	19.2%	Grandfathered
623	each NPA or CO					\$ 293.00					19.2%	19.2%	Grandfathered
624	Code Group					\$ 6.75					19.2%	19.2%	Grandfathered
625	S&E										19.2%	19.2%	Grandfathered
626	Sta Reorgmt from 1										19.2%	19.2%	Grandfathered
627	screening arrgmt to										19.2%	19.2%	Grandfathered
628	another, per sta or gtp					\$ 273.00					19.2%	19.2%	Grandfathered
629	Without Sta No. Chg.					\$ 6.75					19.2%	19.2%	Grandfathered
630	S&E					\$ 273.00					19.2%	19.2%	Grandfathered
631	With Sta. No. Chg.					\$ 6.75					19.2%	19.2%	Grandfathered
632	S&E										19.2%	19.2%	Grandfathered
633	Station Messaging										19.2%	19.2%	Grandfathered
634	Detail Recording										19.2%	19.2%	Grandfathered
635	Common Equipment,										19.2%	19.2%	Grandfathered
637	Per location		CMM	\$ 224.60							19.2%	19.2%	Grandfathered
638	S&E		CMW			\$ 6.75					19.2%	19.2%	Grandfathered
639	Facility group, each					\$ 6.75					19.2%	19.2%	Grandfathered
640	S&E										19.2%	19.2%	Grandfathered
641	SMUR, per message			\$ 0.02							19.2%	19.2%	Grandfathered
642											19.2%	19.2%	Grandfathered
643	Line Equipment										19.2%	19.2%	Grandfathered
644	Per line		CMT	\$ 5.05		\$ 6.75					19.2%	19.2%	Grandfathered
645	S&E					\$ 260.00					19.2%	19.2%	Grandfathered
646	SEC		CMQ	\$ 5.05		\$ 6.75					19.2%	19.2%	Grandfathered
647	Per FX line					\$ 260.00					19.2%	19.2%	Grandfathered
648	S&E					\$ 6.75					19.2%	19.2%	Grandfathered
649	SEC					\$ 260.00					19.2%	19.2%	Grandfathered
650											19.2%	19.2%	Grandfathered
651	Sta. Toll Diversion,		ETA	\$ 0.85		\$ 4.00					19.2%	19.2%	Grandfathered
652	per station line or tie line					\$ 6.75					19.2%	19.2%	Grandfathered
653	S&E										19.2%	19.2%	Grandfathered
654	Sta. Toll Restriction,										19.2%	19.2%	Grandfathered
655	per station line or tie		ETB	\$ 0.95		\$ 4.00					19.2%	19.2%	Grandfathered
656	line					\$ 6.75					19.2%	19.2%	Grandfathered
657	S&E										19.2%	19.2%	Grandfathered
658	TouchTone Calling		TDN	\$ 0.15							19.2%	19.2%	Grandfathered

Where the tariff and the matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

000065

0000

1. WAGE RATE _____
 2. WAGE RATE _____
 3. WAGE RATE _____
 4. WAGE RATE _____
 5. WAGE RATE _____
 6. WAGE RATE _____
 7. WAGE RATE _____
 8. WAGE RATE _____
 9. WAGE RATE _____
 10. WAGE RATE _____
 11. WAGE RATE _____
 12. WAGE RATE _____
 13. WAGE RATE _____
 14. WAGE RATE _____
 15. WAGE RATE _____
 16. WAGE RATE _____
 17. WAGE RATE _____
 18. WAGE RATE _____
 19. WAGE RATE _____
 20. WAGE RATE _____
 21. WAGE RATE _____
 22. WAGE RATE _____
 23. WAGE RATE _____
 24. WAGE RATE _____
 25. WAGE RATE _____
 26. WAGE RATE _____
 27. WAGE RATE _____
 28. WAGE RATE _____
 29. WAGE RATE _____
 30. WAGE RATE _____
 31. WAGE RATE _____
 32. WAGE RATE _____
 33. WAGE RATE _____
 34. WAGE RATE _____
 35. WAGE RATE _____
 36. WAGE RATE _____
 37. WAGE RATE _____
 38. WAGE RATE _____
 39. WAGE RATE _____
 40. WAGE RATE _____
 41. WAGE RATE _____
 42. WAGE RATE _____
 43. WAGE RATE _____
 44. WAGE RATE _____
 45. WAGE RATE _____
 46. WAGE RATE _____
 47. WAGE RATE _____
 48. WAGE RATE _____
 49. WAGE RATE _____
 50. WAGE RATE _____
 51. WAGE RATE _____
 52. WAGE RATE _____
 53. WAGE RATE _____
 54. WAGE RATE _____
 55. WAGE RATE _____
 56. WAGE RATE _____
 57. WAGE RATE _____
 58. WAGE RATE _____
 59. WAGE RATE _____
 60. WAGE RATE _____
 61. WAGE RATE _____
 62. WAGE RATE _____
 63. WAGE RATE _____
 64. WAGE RATE _____
 65. WAGE RATE _____
 66. WAGE RATE _____
 67. WAGE RATE _____
 68. WAGE RATE _____
 69. WAGE RATE _____
 70. WAGE RATE _____
 71. WAGE RATE _____
 72. WAGE RATE _____
 73. WAGE RATE _____
 74. WAGE RATE _____
 75. WAGE RATE _____
 76. WAGE RATE _____
 77. WAGE RATE _____
 78. WAGE RATE _____
 79. WAGE RATE _____
 80. WAGE RATE _____
 81. WAGE RATE _____
 82. WAGE RATE _____
 83. WAGE RATE _____
 84. WAGE RATE _____
 85. WAGE RATE _____
 86. WAGE RATE _____
 87. WAGE RATE _____
 88. WAGE RATE _____
 89. WAGE RATE _____
 90. WAGE RATE _____
 91. WAGE RATE _____
 92. WAGE RATE _____
 93. WAGE RATE _____
 94. WAGE RATE _____
 95. WAGE RATE _____
 96. WAGE RATE _____
 97. WAGE RATE _____
 98. WAGE RATE _____
 99. WAGE RATE _____
 100. WAGE RATE _____
 101. WAGE RATE _____
 102. WAGE RATE _____
 103. WAGE RATE _____
 104. WAGE RATE _____
 105. WAGE RATE _____
 106. WAGE RATE _____
 107. WAGE RATE _____
 108. WAGE RATE _____
 109. WAGE RATE _____
 110. WAGE RATE _____
 111. WAGE RATE _____
 112. WAGE RATE _____
 113. WAGE RATE _____
 114. WAGE RATE _____
 115. WAGE RATE _____
 116. WAGE RATE _____
 117. WAGE RATE _____
 118. WAGE RATE _____
 119. WAGE RATE _____
 120. WAGE RATE _____
 121. WAGE RATE _____
 122. WAGE RATE _____
 123. WAGE RATE _____
 124. WAGE RATE _____
 125. WAGE RATE _____
 126. WAGE RATE _____
 127. WAGE RATE _____
 128. WAGE RATE _____
 129. WAGE RATE _____
 130. WAGE RATE _____
 131. WAGE RATE _____
 132. WAGE RATE _____
 133. WAGE RATE _____
 134. WAGE RATE _____
 135. WAGE RATE _____
 136. WAGE RATE _____
 137. WAGE RATE _____
 138. WAGE RATE _____
 139. WAGE RATE _____
 140. WAGE RATE _____
 141. WAGE RATE _____
 142. WAGE RATE _____
 143. WAGE RATE _____
 144. WAGE RATE _____
 145. WAGE RATE _____
 146. WAGE RATE _____
 147. WAGE RATE _____
 148. WAGE RATE _____
 149. WAGE RATE _____
 150. WAGE RATE _____
 151. WAGE RATE _____
 152. WAGE RATE _____
 153. WAGE RATE _____
 154. WAGE RATE _____
 155. WAGE RATE _____
 156. WAGE RATE _____
 157. WAGE RATE _____
 158. WAGE RATE _____
 159. WAGE RATE _____
 160. WAGE RATE _____
 161. WAGE RATE _____
 162. WAGE RATE _____
 163. WAGE RATE _____
 164. WAGE RATE _____
 165. WAGE RATE _____
 166. WAGE RATE _____
 167. WAGE RATE _____
 168. WAGE RATE _____
 169. WAGE RATE _____
 170. WAGE RATE _____
 171. WAGE RATE _____
 172. WAGE RATE _____
 173. WAGE RATE _____
 174. WAGE RATE _____
 175. WAGE RATE _____
 176. WAGE RATE _____
 177. WAGE RATE _____
 178. WAGE RATE _____
 179. WAGE RATE _____
 180. WAGE RATE _____
 181. WAGE RATE _____
 182. WAGE RATE _____
 183. WAGE RATE _____
 184. WAGE RATE _____
 185. WAGE RATE _____
 186. WAGE RATE _____
 187. WAGE RATE _____
 188. WAGE RATE _____
 189. WAGE RATE _____
 190. WAGE RATE _____
 191. WAGE RATE _____
 192. WAGE RATE _____
 193. WAGE RATE _____
 194. WAGE RATE _____
 195. WAGE RATE _____
 196. WAGE RATE _____
 197. WAGE RATE _____
 198. WAGE RATE _____
 199. WAGE RATE _____
 200. WAGE RATE _____
 201. WAGE RATE _____
 202. WAGE RATE _____
 203. WAGE RATE _____
 204. WAGE RATE _____
 205. WAGE RATE _____
 206. WAGE RATE _____
 207. WAGE RATE _____
 208. WAGE RATE _____
 209. WAGE RATE _____
 210. WAGE RATE _____

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

IX - SERVICES / PRICING

M									
Comments									
L									
K									
J									
I									
H									
G									
F									
E									
D									
C									
B									
A									
SWBT Missouri									
SWBT Service Name									
718	Box Bldg Feature								
719	Box Bldg Feature								
720	Box Bldg Feature								
721	Box Bldg Feature								
722	Box Bldg Feature								
723	Box Bldg Feature								
724	Box Bldg Feature								
725	Box Bldg Feature								
726	Box Bldg Feature								
727	Box Bldg Feature								
728	Box Bldg Feature								
729	Box Bldg Feature								
730	Box Bldg Feature								
731	Box Bldg Feature								
732	Box Bldg Feature								
733	Box Bldg Feature								
734	Box Bldg Feature								
735	Box Bldg Feature								
736	Box Bldg Feature								
737	Box Bldg Feature								
738	Box Bldg Feature								
739	Box Bldg Feature								
740	Box Bldg Feature								
741	Box Bldg Feature								
742	Box Bldg Feature								
743	Box Bldg Feature								
744	Box Bldg Feature								
745	Box Bldg Feature								
746	Box Bldg Feature								
747	Box Bldg Feature								
748	Box Bldg Feature								
749	Box Bldg Feature								
750	Box Bldg Feature								
751	Box Bldg Feature								
752	Box Bldg Feature								
753	Box Bldg Feature								
754	Box Bldg Feature								
755	Box Bldg Feature								
756	Box Bldg Feature								
757	Box Bldg Feature								
758	Box Bldg Feature								
759	Box Bldg Feature								
760	Box Bldg Feature								
761	Box Bldg Feature								
762	Box Bldg Feature								
763	Box Bldg Feature								
764	Box Bldg Feature								
765	Box Bldg Feature								
766	Box Bldg Feature								
767	Box Bldg Feature								
768	Box Bldg Feature								
769	Box Bldg Feature								
770	Box Bldg Feature								
771	Box Bldg Feature								
772	Box Bldg Feature								
773	Box Bldg Feature								
774	Box Bldg Feature								
775	Box Bldg Feature								

00000

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
1	Missouri Tariff		Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2	SWBT Service Name	USOC									
779	Each add'l 25 min	EOL	\$ 12.08	\$ 51.75					19.2%	19.2%	Grandfathered
780	SSE			\$ 6.25					19.2%	19.2%	Grandfathered
781	Opt. Eq. Cab. for								19.2%	19.2%	Grandfathered
782	Control/Scan units	ECU	\$ 43.00	\$ 50.25					19.2%	19.2%	Grandfathered
783	SSE			\$ 6.25					19.2%	19.2%	Grandfathered
784	Anti. Acc. Ln	EAR	\$ 65.30						19.2%	19.2%	Grandfathered
785	SSE			\$ 28.50					19.2%	19.2%	Grandfathered
786	Trk Cap Bay Arngmt								19.2%	19.2%	Grandfathered
787	CPE per th. gp.	EAW	\$ 2.15	\$ 25.25					19.2%	19.2%	Grandfathered
788	SSE			\$ 6.25					19.2%	19.2%	Grandfathered
789	C.O. per th. gp.	EAX	\$ 8.25						19.2%	19.2%	Grandfathered
790	SSE			\$ 5.50					19.2%	19.2%	Grandfathered
791	Pos. Bay Feature								19.2%	19.2%	Grandfathered
792	per console	CXJ	\$ 3.70	\$ 6.25					19.2%	19.2%	Grandfathered
793	SSE								19.2%	19.2%	Grandfathered
794	Add'l. Changes								19.2%	19.2%	Grandfathered
795	Equipment Addition				\$ 800.00				19.2%	19.2%	Grandfathered
796	Charge, per occas			\$ 6.25					19.2%	19.2%	Grandfathered
797	SSE				\$ 141.50				19.2%	19.2%	Grandfathered
798	Charge facplate	FFC+X		\$ 6.25					19.2%	19.2%	Grandfathered
799	SSE								19.2%	19.2%	Grandfathered
800									19.2%	19.2%	Grandfathered
801	CONFERENCE TELEPHONE SERVICE-LOCAL	GE 3							19.2%	19.2%	Grandfathered
802	Set-up charge	GE 3.3(A)		\$ 1.80					19.2%	19.2%	Grandfathered
803	Charge per minute initial minute								19.2%	19.2%	Grandfathered
804	0-14 miles	GE 3.3(C)		\$ 0.04					19.2%	19.2%	Grandfathered
805	15-28 miles	GE 3.3(C)		\$ 0.05					19.2%	19.2%	Grandfathered
806	Over 28 miles	GE 3.3(C)		\$ 0.06					19.2%	19.2%	Grandfathered
807	Charge per minute additional minute								19.2%	19.2%	Grandfathered
808	0-14 miles	GE 3.3(C)		\$ 0.01					19.2%	19.2%	Grandfathered
809	15-28 miles	GE 3.3(C)		\$ 0.02					19.2%	19.2%	Grandfathered
810	Over 28 miles	GE 3.3(C)		\$ 0.03					19.2%	19.2%	Grandfathered
811	Day rate full rates	GE 3.3(D)							19.2%	19.2%	Grandfathered
812	Evening rate (4-6Sun, 5-11PM) 20% discount on day rate	GE 3.3(D)							19.2%	19.2%	Grandfathered
813	Night/Weekend (M-Sun, 11pm-dam, Sat/Sun 6am-5pm) 35% discount on day rate	GE 3.3(D)							19.2%	19.2%	Grandfathered
814	Director Assistance Call Completion								19.2%	19.2%	Grandfathered
815	Full-Automated DACC	GE 6.15.4.C							13.9%	13.9%	Grandfathered
816	Full-Automated DACC				\$ 0.25				13.9%	13.9%	Grandfathered
817	Semi-Paid Public or Semi-Paid Telephones			\$ 0.30					13.9%	13.9%	Grandfathered
818	Semi-Paid Non-Com								13.9%	13.9%	Grandfathered
819	Telecommunications Company Calling Card								13.9%	13.9%	Grandfathered
820	Collect								13.9%	13.9%	Grandfathered
821	Bill to Third Number								13.9%	13.9%	Grandfathered
822	Semi-Automated DACC	GE 6.15.4.C							13.9%	13.9%	Grandfathered
823	Semi-Paid								13.9%	13.9%	Grandfathered
824	Telecommunications Company Calling Card								13.9%	13.9%	Grandfathered

Where the tariff and this table conflict on service name, class, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

000068

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGANCE TELECOM, INC.

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name - Collect	Missouri Tariff One (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring 13.9%	Non- Recurring 13.9%	Comments
825	- Bill to Third Number									13.9%	13.9%	Apply sta-to-sta. Collect Operator Assistance service charge located in LDMTS or Local Tariffs.
826	- Bill to Third Number									13.9%	13.9%	Apply State-to-sta. Bill to Third Number Operator Assistance service charge located in LDMTS or Local Tariffs.
827	Person-to-Person	GE 6.15.4.D								13.9%	13.9%	Grandfathered until 5/2008--then discontinued completely
828	- Optional Monthly Rate Plan									13.9%	13.9%	
829	AutoConnect	GE 6								13.9%	13.9%	
830	Option A	GE 6.17.3	DCSRC	\$ 50.00		\$ 0.05				13.9%	13.9%	
831	Option B	GE 6.17.3	DCSR2	\$ 10.00		\$ 0.30				13.9%	13.9%	
832										13.9%	13.9%	
833										13.9%	13.9%	
834	HOTEL/MOTEL RESERVATION SERVICE AT	GE 10.2.1	18G							19.2%	19.2%	See Local Exchange Tariff for Flat Rate Trunk Rates
835	MUNICIPAL AIRPORT TERMINALS	18J								19.2%	19.2%	
836										19.2%	19.2%	
837	MESSAGE RATE SERVICE	GE 11.1								19.2%	19.2%	See Local Exchange Tariff. Plus charges for local messages in excess of the message allowance
838										19.2%	19.2%	
839	MILEAGE OUTSIDE THE BASE RATE AREA	GE 12.1	1LSSA	\$ 2.05						19.2%	19.2%	
840										19.2%	19.2%	
841	MISCELLANEOUS SERVICE OFFERINGS	GE 13								19.2%	19.2%	
842	MISCELLANEOUS EQUIPMENT	GE 13								19.2%	19.2%	
843										19.2%	19.2%	
844	ACD									19.2%	19.2%	
845	Provided by ESS Plans I & II Service Transfer	GE 13.2.1 B.11.E.			\$ 250.00					19.2%	19.2%	Grandfathered
846										19.2%	19.2%	
847	NRC FOR TYPES A & B CONVERSION FACTORS	GE								19.2%	19.2%	Grandfathered
848	24 MONTHS	13.2.1.B.12.A			\$ 0.05					19.2%	19.2%	Grandfathered
849	48 MONTHS				\$ 0.03					19.2%	19.2%	Grandfathered
850	72 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
851	96 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
852	NRC FOR TYPE C CONVERSION FACTORS	GE 13.2								19.2%	19.2%	
853	36 MONTHS	1.8.12.B			\$ 0.33					19.2%	19.2%	Grandfathered
854	60 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
855	84 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
856	120 MONTHS				\$ 0.01					19.2%	19.2%	Grandfathered
857	TYPE A ACD-ESS COMM EQUIP	GE 13.2.1.D.1	A&A	\$ 13.70	\$ 586.00					19.2%	19.2%	Grandfathered
858	SAE				\$ 6.75					19.2%	19.2%	Grandfathered
859										19.2%	19.2%	
860										19.2%	19.2%	
861	TYPE A STATION LINE	GE 13.2.1.D.1	A&B	\$ 33.35	\$ 11.60					19.2%	19.2%	Grandfathered
862	SAE				\$ 28.50					19.2%	19.2%	Grandfathered
863										19.2%	19.2%	
864	TYPE A MAKE BUSY ARRANGE PER STATION	GE 13.2.1.D.1	A&G	\$ 2.00	\$ 44.00					19.2%	19.2%	Grandfathered
865	SAE				\$ 6.75					19.2%	19.2%	Grandfathered
866										19.2%	19.2%	
867	TYPE A MAKE BUSY ARRANGE PER GROUP OF	GE 13.2.1.D.1	A&A	\$ 2.00	\$ 44.00					19.2%	19.2%	Grandfathered
868	STATIONS				\$ 6.75					19.2%	19.2%	Grandfathered
869	SAE									19.2%	19.2%	
870										19.2%	19.2%	
871	CALLS WAITING INDICATION CO EQUIP TYPE A&B	GE 13.2.1.D.1	A&GCE	\$ 3.75	\$ 118.00					19.2%	19.2%	Grandfathered
872	PERIQUITE TIMING STATE INDICATED IN SPLIT, EACH									19.2%	19.2%	Grandfathered
873	SAE				\$ 6.75					19.2%	19.2%	Grandfathered

When the tariff is being combined with other rates, rates, USOC or other price, refer to the tariff.
For rates not in use, refer to the tariff, see individual tariff section.

000069

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recuring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recuring	Comments
874				SEE 13.2.1, D3						19.2%	19.2%	
875	TYPE B PREMISES COMMON EQUIP.	GE 13.2.1 D.1	ABUCE	D3	SEE 13.2.1, D3					19.2%	19.2%	
876										19.2%	19.2%	
877	TYPE A & B DELAY ANNOUNCE PER	GE 13.2.1 D.1	ARGCE	\$ 48.25	\$ 99.00					19.2%	19.2%	Grandfathered
878	ANNOUNCE -S&E				\$ 6.75					19.2%	19.2%	Grandfathered
879										19.2%	19.2%	
880	TYPE A & B DELAY ANNOUNCE PER	GE 13.2.1 D.1	ARGAT	\$ 9.70	\$ 100.00					19.2%	19.2%	Grandfathered
881	ANNOUNCE ACCESS TRUNK, EACH									19.2%	19.2%	
882	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
883										19.2%	19.2%	
884	TYPE A DELAY ANNOUNCE PER STATION, EACH	GE 13.2.1 D.1	ARGST	\$ 0.85	\$ 6.75					19.2%	19.2%	Grandfathered
885	SERVICE EQUIP.									19.2%	19.2%	
886										19.2%	19.2%	Grandfathered
887	TYPE B DELAY ANNOUNCE, PER ADDRESS	GE 13.2.1 D.1	ARGTT	\$ 1.70						19.2%	19.2%	Grandfathered
888	TERMINAL, EACH									19.2%	19.2%	
889	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
890										19.2%	19.2%	
891	NETWORK ACCESS REGISTER, TYPE A & B	GE 13.2.1 D.1		PBX TRUNK RATE						19.2%	19.2%	Grandfathered
892										19.2%	19.2%	
893										19.2%	19.2%	
894	TYPE A & B FOREIGN EXCHANGE									19.2%	19.2%	Grandfathered
895	FOR CO SVC TERM	GE 13.2.1 D.1	AREFX	\$ 49.40	\$ 123.00					19.2%	19.2%	Grandfathered
896	ACD - ESS QUEUING EQUIP, EACH				\$ 5.50					19.2%	19.2%	Grandfathered
897	S&E									19.2%	19.2%	
898										19.2%	19.2%	Grandfathered
899	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	AETEL	\$ 48.85	\$ 123.00					19.2%	19.2%	Grandfathered
900	SERVICE (COSA)- ACCESS LINE TERMINATION									19.2%	19.2%	
901	ON ACD-ESS, QUEUING EQUIP, EACH				\$ 5.50					19.2%	19.2%	Grandfathered
902	S&E									19.2%	19.2%	
903										19.2%	19.2%	Grandfathered
904	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	A3L	\$ 56.30	\$ 123.00					19.2%	19.2%	Grandfathered
905	SERVICE (COSA)- ACCESS LINE TERMINATION									19.2%	19.2%	
906	ON ACD-ESS, NON-QUEUING EQUIP, EACH				\$ 5.50					19.2%	19.2%	Grandfathered
907	S&E									19.2%	19.2%	
908										19.2%	19.2%	Grandfathered
909	TYPE B - ACCESS COMMON EQUIP/ SYSTEM	GE 13.2.1 D.1	A3D	\$ 1,360.60	\$ 9,200.00					19.2%	19.2%	Grandfathered
910	CENTRAL OFF COMPONENTS									19.2%	19.2%	
911										19.2%	19.2%	Grandfathered
912	PREMISES COMPONENTS	GE 13.2.1 D.1	A3P	SEE 13.2.1, D3	SEE 13.2.1, D3					19.2%	19.2%	Grandfathered
913	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
914										19.2%	19.2%	
915	TYPE B PER 120 CONSOLES OR FRACTION THEREOF	GE 13.2.1 D.1	A3Z	\$ 167.85	\$ 361.00					19.2%	19.2%	Grandfathered
916	SERVICE EQUIP.				\$ 5.50					19.2%	19.2%	Grandfathered
917										19.2%	19.2%	
918	TYPE B PER 72 CONSOLES OR FRACTION THEREOF	GE 13.2.1 D.1	A3B	SEE 13.2.1, D3	SEE 13.2.1, D3					19.2%	19.2%	Grandfathered
919	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
920										19.2%	19.2%	
921	TYPE B PER SPLIT ARRANGED FOR QUEUING	GE 13.2.1 D.1	A3S	\$ 7.80	\$ 438.00					19.2%	19.2%	Grandfathered
922	FIRST ON REQUEST ORDER				\$ 5.50					19.2%	19.2%	Grandfathered
923	S&E									19.2%	19.2%	
924										19.2%	19.2%	Grandfathered
925	EACH ADD. ON SAME ORDER	GE 13.2.1 D.1	A3S	\$ 7.80	\$ 341.00					19.2%	19.2%	Grandfathered
926	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
927										19.2%	19.2%	
928	TYPE A & B QUEUE SLOT, EACH	GE 13.2.1 D.1	A3BRA	\$ 1.80	\$ 10.10					19.2%	19.2%	Grandfathered
929	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
930										19.2%	19.2%	

WHEN THE TARIFF AND THE TARIFF CONTRACT ON SERVICES NAMED, "COSA", "USOC" OR "TARIFF" ARE USED, REFER TO THE TARIFF. For rates that are cross-referenced in the tariff, see individual tariff section.

000070

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

	A SWBT MISSOURI	B Missouri Tariff Code (Name, Sect, Para)	C USOC	E SWBT Retail Price Monthly Recurring	F Service Charge/ Non- Recurring	G Per Use Charge	H Minute Charge	I Message Charge	J Mileage Charge	K SWBT Wholesale Offered Discount	L Non- Recurring	M Comments
1												
2	SWBT Service Name											
931	ATTENDANT POSITIONS TYPE B - PER AGENT	GE 13.2.1 D.1	ABC	SEE 13.2.1 D3	SEE 13.2.1 D3					19.2%	19.2%	Grandfathered
932	OR SUPERVISORY MULTIBUTTON CONSOLE, EACH									19.2%	19.2%	Grandfathered
933	SAE									19.2%	19.2%	Grandfathered
934	PER SUPERVISOR SINGLE-LINE SET EACH	GE 13.2.1 D.1	A9B		SEE 13.2.1 D3					19.2%	19.2%	Grandfathered
935										19.2%	19.2%	Grandfathered
936										19.2%	19.2%	Grandfathered
937	ROTARY DIAL	GE 13.2.1 D.1	A9B	\$ 1.80						19.2%	19.2%	Grandfathered
938	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
939										19.2%	19.2%	Grandfathered
940	TOUCH-TONE		A9B	\$ 2.55						19.2%	19.2%	Grandfathered
941	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
942										19.2%	19.2%	Grandfathered
943										19.2%	19.2%	Grandfathered
944	ADD-ESS TERMINAL EACH TYPE B, EACH	GE 13.2.1 D.1	A9E	\$ 26.30	\$ 25.00					19.2%	19.2%	Grandfathered
945	SAE				\$ 5.50					19.2%	19.2%	Grandfathered
946										19.2%	19.2%	Grandfathered
947	TYPE B AGENT ASSIST TERMINAL	GE 13.2.1 D.1	A9G	\$ 5.60	\$ 158.50					19.2%	19.2%	Grandfathered
948	SAE				\$ 5.50					19.2%	19.2%	Grandfathered
949										19.2%	19.2%	Grandfathered
950	AGENT CALL TERMINAL, EACH	GE 13.2.1 D.1	A3J	\$ 5.35	\$ 158.50					19.2%	19.2%	Grandfathered
951	SAE				\$ 5.50					19.2%	19.2%	Grandfathered
952										19.2%	19.2%	Grandfathered
953	NIGHT TRANSFER PER SPLIT EQUIPPED	GE 13.2.1 D.1	A9T	\$ 1.85	\$ 37.60					19.2%	19.2%	Grandfathered
954	TYPE B									19.2%	19.2%	Grandfathered
955	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
956										19.2%	19.2%	Grandfathered
957	CALL ORIGIN ANNOUNCEMENTS TYPE B PER									19.2%	19.2%	Grandfathered
958	ANNOUNCEMENT	GE 13.2.1 D.1	A9FTG	\$ 48.25	\$ 89.00					19.2%	19.2%	Grandfathered
959	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
960	TYPE B ADD. EQUIP. FOR FOREIGN EXCH. OR									19.2%	19.2%	Grandfathered
961	FOREIGN SERVING OFFICE LINES TO REACH CALL ORIGIN	GE 13.2.1 D.1	A9FTE	\$ 2.55	\$ 69.75					19.2%	19.2%	Grandfathered
962	ANNOUNCEMENTS, EACH LINE									19.2%	19.2%	Grandfathered
963	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
964	TYPE B PER ADD-ESS TERMINAL	GE 13.2.1 D.1	A9FTR	\$ 1.25						19.2%	19.2%	Grandfathered
965	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
966										19.2%	19.2%	Grandfathered
967	FLEXIBLE 1ST DELAY ANNOUNCE TYPE B	GE 13.2.1 D.1								19.2%	19.2%	Grandfathered
968					\$ 5.50					19.2%	19.2%	Grandfathered
969	SAE									19.2%	19.2%	Grandfathered
970					\$ 5.50					19.2%	19.2%	Grandfathered
971	SAE				\$ 5.50					19.2%	19.2%	Grandfathered
972										19.2%	19.2%	Grandfathered
973	AGENT EMERGENCY ALERT ARRANGEMENT	GE 13.2.1 D.1	A9SAM	SEE 13.2.1 D3	SEE 13.2.1 D3					19.2%	19.2%	Grandfathered
974	WITH SERVICE SUPERVISION									19.2%	19.2%	Grandfathered
975	TYPE B SERVICE EQUIP.			SEE 13.2.1 D3						19.2%	19.2%	Grandfathered
976										19.2%	19.2%	Grandfathered
977	SYSTEM DISPLAY & CONTROL EQUIP	GE 13.2.1 D.1								19.2%	19.2%	Grandfathered
978	TYPE B DISPLAY CONTROL UNIT, CENTRAL	GE 13.2.1 D.1	A4C	\$ 20.85	\$ 233.00					19.2%	19.2%	Grandfathered
979	OFFICE COMPONENTS									19.2%	19.2%	Grandfathered
980	SAE				\$ 6.00					19.2%	19.2%	Grandfathered
981										19.2%	19.2%	Grandfathered
982	TYPE B PREMISE COMPONENTS	GE 13.2.1 D.1	A8K	SEE 13.2.1 D3	SEE 13.2.1 D3					19.2%	19.2%	Grandfathered
983										19.2%	19.2%	Grandfathered

Where the tariff and the tariff code are not indicated, use the tariff code of the nearest tariff to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

000071

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
1											
2	SWBT Service Name	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
984	S&E			SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
985									19.2%	19.2%	Grandfathered
986	TYPE B OPTIONAL PRINTER	GE 13.2.1.D.1 A&P	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
987	ASSOCIATED WIDESPREAD & CONTROL UNIT								19.2%	19.2%	Grandfathered
988	S&E			SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
989									19.2%	19.2%	Grandfathered
990	TYPE B AGENT TO SPLIT PATTERNS	GE 13.2.1.D.1 A&GAS	\$ 5.40	\$ 233.00					19.2%	19.2%	Grandfathered
991	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
992									19.2%	19.2%	Grandfathered
993	TYPE B AGENT TO REPORTING GROUP	GE 13.2.1.D.1 A&GAR	\$ 5.40	\$ 208.00					19.2%	19.2%	Grandfathered
994	PATTERNS EACH								19.2%	19.2%	Grandfathered
995	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
996									19.2%	19.2%	Grandfathered
997	DYNAMIC TRAFFIC DISPLAY								19.2%	19.2%	Grandfathered
998	TYPE B COMMON EQUIP. UP TO 20 DISPLAY UNITS	GE 13.2.1.D.1 A&LCE	\$ 19.10	\$ 1,100.00					19.2%	19.2%	Grandfathered
999	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1000	TYPE B - PER SPLIT	GE 13.2.1.D.1 A&LSP	\$ 9.20						19.2%	19.2%	Grandfathered
1001	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1002	TYPE B - DYNAMIC TRAFFIC DISPLAY - 1 SPLIT	A&M	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1003	S&E			SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1004	TYPE B DISPLAY CONTROLLER 1 PER 20 UNITS	GE 13.2.1.D.1 A&LUC	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1005	S&E			SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1006	TYPE B COMMON EQUIP. 1 PER 30 DD UNITS	GE 13.2.1.D.1 A&LMF	\$ 56.85						19.2%	19.2%	Grandfathered
1007	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1008									19.2%	19.2%	Grandfathered
1009	AGENT STATUS DISPLAY CONSOLE - TYPE B, EACH	GE 13.2.1.D.1 A&C	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1010	S&E			SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1011	KEY CONTROL & ALARM CONSOLE	GE 13.2.1.D.1							19.2%	19.2%	Grandfathered
1012	UP TO 10 KEYS EQUIPPED FOR ALARM TYPE B	GE 13.2.1.D.1 A&O	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1013	S&E			SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1014	KEYS FOR ACTIVE/DEACTIV. OF CONTROL FUNCTION, EACH KEY TYPE B	GE 13.2.1.D.1 A&K	\$ 1.75	\$ 84.25					19.2%	19.2%	Grandfathered
1015	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1016	TELETYPEWRITER - MIS								19.2%	19.2%	Grandfathered
1017	COMMON EQUIP. TYPE B, 1 PER AC-ESS	GE 13.2.1.D.1 A&T	\$ 151.35	\$ 572.00					19.2%	19.2%	Grandfathered
1018	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1019	SPLIT COUNTS COMMON EQUIP. 1 FOR @ 5 SPLITS	GE 13.2.1.D.1 A&SHH	\$ 124.95	\$ 50.50					19.2%	19.2%	Grandfathered
1020	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1 A&SHC	\$ 62.45	\$ 50.50					19.2%	19.2%	Grandfathered
1021	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1022	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1 A&SSC	\$ 13.70	\$ 302.00					19.2%	19.2%	Grandfathered
1023	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1024	COUNTS PER SPLIT, UP TO 19, TYPE B	GE 13.2.1.D.1 A&VCE	\$ 4.40	\$ 269.00					19.2%	19.2%	Grandfathered
1025	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1026	REPORT GROUP COUNTS								19.2%	19.2%	Grandfathered
1027	REPORT GROUPS, EACH TYPE B								19.2%	19.2%	Grandfathered
1028	S&E			\$ 6.00					19.2%	19.2%	Grandfathered
1029									19.2%	19.2%	Grandfathered
1030	COMMON EQUIP. 1 FOR @ 5 REPORT GRIPS	GE 13.2.1.D.1 A&VHH	\$ 79.05	\$ 50.50					19.2%	19.2%	Grandfathered
1031	HALF HOURLY & DAILY COUNTS TYPE B								19.2%	19.2%	Grandfathered

When the tariff and the main contract are not the same, the tariff shall prevail. For rates that are cross-referenced in the tariff, see individual tariff section.

000072

SWBT MISSOURI	A	B	C	E	F	G	H	I	J	K	L	M
		Missouri Tariff Clt (Name, Sect Para)	USOC	Monthly Recurring	Service Charge Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Message Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1												
2												
1032	SAE	GE 13.2.1.D.1	ABVHC	\$ 39.55	\$ 6.00					19.2%	Grandfathered	
1033	SAE	GE 13.2.1.D.1	ABVHC	\$ 39.55	\$ 50.50					19.2%	Grandfathered	
1034	SAE	GE 13.2.1.D.1	ABVHC	\$ 39.55	\$ 6.00					19.2%	Grandfathered	
1035	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 302.00					19.2%	Grandfathered	
1036	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1037	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1038	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1039	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1040	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1041	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1042	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1043	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1044	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1045	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1046	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1047	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1048	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1049	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1050	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1051	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1052	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1053	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1054	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1055	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1056	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1057	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1058	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1059	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1060	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1061	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1062	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1063	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1064	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1065	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1066	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1067	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1068	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1069	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1070	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1071	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1072	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1073	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1074	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1075	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1076	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1077	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1078	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1079	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	
1080	SAE	GE 13.2.1.D.1	ABVHC	\$ 6.45	\$ 6.00					19.2%	Grandfathered	

Where the tariff and this matrix conflict on service name, rate, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

000073

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1081	Queueing Services per split	GE 13.2.1.D.2.a	A3S	\$ 6.25	\$ 268.50					19.2%	19.2%	Grandfathered
1082	1st Requested Order				\$ 5.50					19.2%	19.2%	Grandfathered
1083	Svc & Equipment									19.2%	19.2%	Grandfathered
1084	Each Add. on Same Order				\$ 68.75					19.2%	19.2%	Grandfathered
1085	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1086	Queue Slot, each	GE 13.2.1.D.2.a	A3SRA	\$ 0.70						19.2%	19.2%	Grandfathered
1087	Svc & Equipment				\$ 6.75					19.2%	19.2%	Grandfathered
1088	Network Access Register, each	GE 13.2.1.D.2.a		PBX Trunk Rate						19.2%	19.2%	Grandfathered
1089	Foreign Ex. & Serving Office Termination queueing equip.	GE 13.2.1.D.2.a	A3EFX	\$ 45.55						19.2%	19.2%	Grandfathered
1090	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1091	The Line/COSA Access Line Termination queueing equip.	GE 13.2.1.D.2.a	A3ETL	\$ 45.65						19.2%	19.2%	Grandfathered
1092	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1093	The Line/COSA Access Line Term. not queueing equip.	GE 13.2.1.D.2.a	A3L	\$ 37.65						19.2%	19.2%	Grandfathered
1094	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1095	Data Link:	GE 13.2.1.D.2.a								19.2%	19.2%	Grandfathered
1096	Per 100 consoles		A3C	\$ 110.25	\$ 260.00					19.2%	19.2%	Grandfathered
1097	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1098	AEMIS Interface		A2E	\$ 110.25	\$ 260.00					19.2%	19.2%	Grandfathered
1099	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1100										19.2%	19.2%	Grandfathered
1101	Premises System Components:	GE 13.2.1.D.2.b								19.2%	19.2%	
1102	Cabinet A Assembly	GE 13.2.1.D.2.b		SEE 13.2.1, D4						19.2%	19.2%	
1103	1st Cabinet A		A21	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1104	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1105	Each additional Cabinet A		A22	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1106	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1107	Cabinet B Assembly	GE 13.2.1.D.2.b	A2F	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1108	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1109	Add Line Circuit Carriers	GE 13.2.1.D.2.b	A2L	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1110	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1111										19.2%	19.2%	
1112	Consoles	GE 13.2.1.D.2.b								19.2%	19.2%	
1113	10-button									19.2%	19.2%	
1114	Agent, each		A2G	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1115	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1116	Supervisor, each		A2M	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1117	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1118	20-button									19.2%	19.2%	Grandfathered
1119	Agent, each		A2H	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1120	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1121	Supervisor, each		A2N	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1122	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered

Where the tariff and the major component on same tariff, rate, USOC or retail price, refer to this tariff. For rates that are cross-referenced in the tariff, see individual tariff section.

000074

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

1	A SWBT MISSOURI	B Missouri Tariff Cite (Name, Sec, Para)	C USOC	E SWBT Retail Price	F Service Charge/ Non- Recurring	G Per Use Charge	H Minute Charge	I Message Charge	J Mileage Charge	K SWBT Wholesale Offered Discount		M
										Recurring	Non- Recurring	
2	SWBT Service Name			Monthly Recurring								Comments
1123	With Fixed Lamp Field			SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1124	Agent, each		A2J	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1125	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1126	Supervisor, each		A2P	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1127	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1128	With Alphabetic Field			SEE 13.2.1,						19.2%	19.2%	Grandfathered
1129	Agent, each		A2K	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1130	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1131	Supervisor, each		A2V	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1132	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1133	Supervisor single line ext, each		A2B++	\$ 2.55						19.2%	19.2%	Grandfathered
1134	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1135	Basic Common Equip., 1-200 consoles		A5CCE	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1136	& 14 Cathode Ray Tubes				\$ 6.00					19.2%	19.2%	Grandfathered
1137	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1138	Add Equip. for systems w/200+ consoles		A5CAC	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1141	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1142	ORTL									19.2%	19.2%	Grandfathered
1143	Black & White		A5H	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1145	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1146	Color		A5J	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered
1147	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1148	Equip. to Remote CRT* in same bldg, beyond 50ft. from		A5FR5	\$ 2.80	\$ 116.00					19.2%	19.2%	Grandfathered
1149	AEMIS Control Equip., each 100 ft.				\$ 6.00					19.2%	19.2%	Grandfathered
1150	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1151	Equip. to Remote CRT* in different bldg and/or beyond		A5FRT	\$ 1.95	\$ 172.00					19.2%	19.2%	Grandfathered
1152	1,000ft from AEMIS Control Equip., each				\$ 6.00					19.2%	19.2%	Grandfathered
1153	Svc & Equipment									19.2%	19.2%	Grandfathered
1154	Incoming Call Identification:									19.2%	19.2%	Grandfathered
1155	Per Announcement		A5FTG	\$ 52.15	\$ 81.25					19.2%	19.2%	Grandfathered
1156	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1157	Equip. for Foreign Ex. Foreign Serving Office or Tie Line		A5FTE	\$ 4.20	\$ 57.00					19.2%	19.2%	Grandfathered
1158	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1159	Per ASD-ESS Terminal		A5FTR	\$ 0.10	\$ 6.00					19.2%	19.2%	Grandfathered
1160	Svc & Equipment									19.2%	19.2%	Grandfathered
1161	Visual Option:									19.2%	19.2%	Grandfathered
1162	Per System		A5VSY	\$ 2.45	\$ 274.50					19.2%	19.2%	Grandfathered
1163	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1164	Per Visual Console		A5VON	\$ 1.20						19.2%	19.2%	Grandfathered
1165	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1166	Delay Announcements:									19.2%	19.2%	Grandfathered
1167	Where the tariff and the tariff contract on services remain, this USOC or other price, refer to the tariff.									19.2%	19.2%	Grandfathered

000075

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Code (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2											
	Standard Recorded Frame										
1168	Per 11 second announce	ARGCE	\$ 52.15	\$ 55.25					19.2%	19.2%	Grandfathered
1170	Svc & Equipment			\$ 6.75					19.2%	19.2%	Grandfathered
1171	Per trunk to access announce	ARGAT	\$ 9.15	\$ 56.00					19.2%	19.2%	Grandfathered
1172	Svc & Equipment			\$ 6.75					19.2%	19.2%	Grandfathered
1173	Per ACD-ESS Terminal	ARGTT	\$ 1.25						19.2%	19.2%	Grandfathered
1174	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1175	Load Dependent 1st Delay								19.2%	19.2%	Grandfathered
1176	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1177	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
	Common System Recorded Frame										
1178	Common Equipment	ARGCE	\$ 204.40						19.2%	19.2%	Grandfathered
1180	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1181	Per 16 second announce	ARG16	\$ 155.60	\$ 41.00					19.2%	19.2%	Grandfathered
1182	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1183	Per 32 second announce	ARG32	\$ 190.10	\$ 41.00					19.2%	19.2%	Grandfathered
1184	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1185	Per 48 second announce	ARG48	\$ 224.70	\$ 41.00					19.2%	19.2%	Grandfathered
1186	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1187	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1188	Per ACD-ESS Terminal	ARGTT	\$ 1.25						19.2%	19.2%	Grandfathered
1189	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1190	Remote recording capability	ARF	\$ 24.55						19.2%	19.2%	Grandfathered
1191	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1192	Load Dependent 1st Delay								19.2%	19.2%	Grandfathered
1193	Per 16 second announce	ARH16	\$ 155.60	\$ 41.00					19.2%	19.2%	Grandfathered
1194	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1195	Per 32 second announce	ARH32	\$ 190.10	\$ 41.00					19.2%	19.2%	Grandfathered
1196	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1197	Per 48 second announce	ARH48	\$ 224.70	\$ 41.00					19.2%	19.2%	Grandfathered
1198	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1199	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1200									19.2%	19.2%	Grandfathered
	Emergency Alert Arrangement								19.2%	19.2%	
1201			SEE 13.2.1								
1202	Per 25 Alert-equipped consoles equipped 1st alert	ASAA	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1203	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
	Per 25 Alert only or Service Supervising Consoles										
1204		ASAS	D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1205	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1206	Agent Assist								19.2%	19.2%	
1207	Per Terminal	AGG	\$ 2.85	\$ 38.50					19.2%	19.2%	Grandfathered
1208	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1209	Calling/Called Line ID (Dip)/Agent Assist Terminal	A3H	\$ 0.30	\$ 42.75					19.2%	19.2%	Grandfathered
1210	Svc & Equipment			\$ 6.00					19.2%	19.2%	Grandfathered
1211									19.2%	19.2%	
1212									19.2%	19.2%	
	Agent Call										
1213	Per Terminal	A3J	\$ 2.80	\$ 38.50					19.2%	19.2%	Grandfathered
1214	Svc & Equipment			\$ 5.50					19.2%	19.2%	Grandfathered
1215	Calling/Called Line ID (Dip)/Agent Assist Terminal	A3W	\$ 0.30	\$ 42.75					19.2%	19.2%	Grandfathered
1216	Svc & Equipment			\$ 6.00					19.2%	19.2%	Grandfathered
1217									19.2%	19.2%	
1218									19.2%	19.2%	
	Service Supervising Agent Console										
1219	Per Agent Assist and/or Call Terminal	A3HAT	\$ 8.25						19.2%	19.2%	Grandfathered
1220	Where the tariff and this Missouri communication services tariff, 202, USOC of 16000 P100, 1000 to 1000000.								19.2%	19.2%	Grandfathered

For rates that are cross-referenced in the tariff, see individual tariff section.

000076

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sec, Para)	USOC	SWBT Retail Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2											
1221	SWBT Service Name Svc & Equipment										
1222	Per Service Supervising Trunk										
1223	Central Office Components										
1224	Svc & Equipment										
1225	Per 25 Equipped Consoles										
1226	Svc & Equipment										
1227	Agent Status Display Console										
1228	GE 13.2.1.D.2.1										
1229	Per 3 Consoles										
1230	Svc & Equipment										
1231	Each Additional Console										
1232	Svc & Equipment										
1233	System Display & Control Feature										
1234	Per system										
1235	Svc & Equipment										
1236	Per Agent-to-split Pattern										
1237	Svc & Equipment										
1238	Key Control & Alarm Console										
1239	Per Console										
1240	Svc & Equipment										
1241	Per Activate/Deactivate Key										
1242	Svc & Equipment										
1243	Alternate Traffic Routing Per Split										
1244	Svc & Equipment										
1245	Per 24 states										
1246	Console Call Waiting										
1247	Per line state per split										
1248	Svc & Equipment										
1249	Common Equip. per 24 states										
1250	Svc & Equipment										
1251	Console Call Waiting										
1252	Per line state per split										
1253	Svc & Equipment										
1254	Common Equip. per 24 states										
1255	Svc & Equipment										
1256	Console Call Waiting										
1257	Per line state per split										
1258	Svc & Equipment										
1259	Assistance Call Waiting group										
1260	Svc & Equipment										
1261	Nonrecurring Charges:										
1262	Equipment or Feature Addition										
1263	GE										
1264	Service Establishment Charge:										
1265	Per System										
1266	Per System										
1267	Per System										
1268	Per System										
1269	Per System										
1270	Per System										

Where the tariff and this exhibit contain conflicting provisions, the tariff shall prevail. For rates that are cross-referenced in the tariff, see individual tariff sections.

000000

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE																									
A		B		C		D		E		F		G		H		I		J		K		L		M	
SWBT MISSOURI		Missouri Tariff One (Name, Sect. Para)		USOC		Monthly Recurring		SWBT Retail Price		Service Charge/Non-Recurring		Per Use Charge		Minute Charge		Message Charge		Message Charge		Recurring		Non-Recurring		Comments	
1	SWBT Service Name	1271	Plan 1 Rates	GE 13.2.1.D.3																					
2	Plan 1 - Type B Service	1272	Type B Common Equipment	GE 13.2.1.D.3																					
3	SWBT Service Name	1273	SWBT Service Name	GE 13.2.1.D.3																					
4	Plan 1 Rates	1274	Plan 1 Rates	GE 13.2.1.D.3																					
5	Type B Common Equipment	1275	Type B Common Equipment	GE 13.2.1.D.3																					
6	SWBT Service Name	1276	SWBT Service Name	GE 13.2.1.D.3																					
7	Plan 1 Rates	1277	Plan 1 Rates	GE 13.2.1.D.3																					
8	Type B Common Equipment	1278	Type B Common Equipment	GE 13.2.1.D.3																					
9	SWBT Service Name	1279	SWBT Service Name	GE 13.2.1.D.3																					
10	Plan 1 Rates	1280	Plan 1 Rates	GE 13.2.1.D.3																					
11	Type B Common Equipment	1281	Type B Common Equipment	GE 13.2.1.D.3																					
12	SWBT Service Name	1282	SWBT Service Name	GE 13.2.1.D.3																					
13	Plan 1 Rates	1283	Plan 1 Rates	GE 13.2.1.D.3																					
14	Type B Common Equipment	1284	Type B Common Equipment	GE 13.2.1.D.3																					
15	SWBT Service Name	1285	SWBT Service Name	GE 13.2.1.D.3																					
16	Plan 1 Rates	1286	Plan 1 Rates	GE 13.2.1.D.3																					
17	Type B Common Equipment	1287	Type B Common Equipment	GE 13.2.1.D.3																					
18	SWBT Service Name	1288	SWBT Service Name	GE 13.2.1.D.3																					
19	Plan 1 Rates	1289	Plan 1 Rates	GE 13.2.1.D.3																					
20	Type B Common Equipment	1290	Type B Common Equipment	GE 13.2.1.D.3																					
21	SWBT Service Name	1291	SWBT Service Name	GE 13.2.1.D.3																					
22	Plan 1 Rates	1292	Plan 1 Rates	GE 13.2.1.D.3																					
23	Type B Common Equipment	1293	Type B Common Equipment	GE 13.2.1.D.3																					
24	SWBT Service Name	1294	SWBT Service Name	GE 13.2.1.D.3																					
25	Plan 1 Rates	1295	Plan 1 Rates	GE 13.2.1.D.3																					
26	Type B Common Equipment	1296	Type B Common Equipment	GE 13.2.1.D.3																					
27	SWBT Service Name	1297	SWBT Service Name	GE 13.2.1.D.3																					
28	Plan 1 Rates	1298	Plan 1 Rates	GE 13.2.1.D.3																					
29	Type B Common Equipment	1299	Type B Common Equipment	GE 13.2.1.D.3																					
30	SWBT Service Name	1300	SWBT Service Name	GE 13.2.1.D.3																					
31	Plan 1 Rates	1301	Plan 1 Rates	GE 13.2.1.D.3																					
32	Type B Common Equipment	1302	Type B Common Equipment	GE 13.2.1.D.3																					
33	SWBT Service Name	1303	SWBT Service Name	GE 13.2.1.D.3																					
34	Plan 1 Rates	1304	Plan 1 Rates	GE 13.2.1.D.3																					
35	Type B Common Equipment	1305	Type B Common Equipment	GE 13.2.1.D.3																					
36	SWBT Service Name	1306	SWBT Service Name	GE 13.2.1.D.3																					
37	Plan 1 Rates	1307	Plan 1 Rates	GE 13.2.1.D.3																					
38	Type B Common Equipment	1308	Type B Common Equipment	GE 13.2.1.D.3																					
39	SWBT Service Name	1309	SWBT Service Name	GE 13.2.1.D.3																					
40	Plan 1 Rates	1310	Plan 1 Rates	GE 13.2.1.D.3																					
41	Type B Common Equipment	1311	Type B Common Equipment	GE 13.2.1.D.3																					
42	SWBT Service Name	1312	SWBT Service Name	GE 13.2.1.D.3																					
43	Plan 1 Rates	1313	Plan 1 Rates	GE 13.2.1.D.3																					
44	Type B Common Equipment	1314	Type B Common Equipment	GE 13.2.1.D.3																					
45	SWBT Service Name	1315	SWBT Service Name	GE 13.2.1.D.3																					
46	Plan 1 Rates	1316	Plan 1 Rates	GE 13.2.1.D.3																					
47	Type B Common Equipment	1317	Type B Common Equipment	GE 13.2.1.D.3																					
48	SWBT Service Name	1318	SWBT Service Name	GE 13.2.1.D.3																					
49	Plan 1 Rates	1319	Plan 1 Rates	GE 13.2.1.D.3																					
50	Type B Common Equipment	1320	Type B Common Equipment	GE 13.2.1.D.3																					
51	SWBT Service Name	1321	SWBT Service Name	GE 13.2.1.D.3																					
52	Plan 1 Rates	1322	Plan 1 Rates	GE 13.2.1.D.3																					
53	Type B Common Equipment	1323	Type B Common Equipment	GE 13.2.1.D.3																					
54	SWBT Service Name	1324	SWBT Service Name	GE 13.2.1.D.3																					
55	Plan 1 Rates	1325	Plan 1 Rates	GE 13.2.1.D.3																					
56	Type B Common Equipment	1326	Type B Common Equipment	GE 13.2.1.D.3																					
57	SWBT Service Name	1327	SWBT Service Name	GE 13.2.1.D.3																					
58	Plan 1 Rates	1328	Plan 1 Rates	GE 13.2.1.D.3																					
59	Type B Common Equipment	1329	Type B Common Equipment	GE 13.2.1.D.3																					
60	SWBT Service Name	1330	SWBT Service Name	GE 13.2.1.D.3																					
61	Plan 1 Rates	1331	Plan 1 Rates	GE 13.2.1.D.3																					
62	Type B Common Equipment	1332	Type B Common Equipment	GE 13.2.1.D.3																					
63	SWBT Service Name	1333	SWBT Service Name	GE 13.2.1.D.3																					
64	Plan 1 Rates	1334	Plan 1 Rates	GE 13.2.1.D.3																					
65	Type B Common Equipment	1335	Type B Common Equipment	GE 13.2.1.D.3																					
66	SWBT Service Name	1336	SWBT Service Name	GE 13.2.1.D.3																					
67	Plan 1 Rates	1337	Plan 1 Rates	GE 13.2.1.D.3																					
68	Type B Common Equipment	1338	Type B Common Equipment	GE 13.2.1.D.3																					
69	SWBT Service Name	1339	SWBT Service Name	GE 13.2.1.D.3																					
70	Plan 1 Rates	1340	Plan 1 Rates	GE 13.2.1.D.3																					
71	Type B Common Equipment	1341	Type B Common Equipment	GE 13.2.1.D.3																					
72	SWBT Service Name	1342	SWBT Service Name	GE 13.2.1.D.3																					
73	Plan 1 Rates	1343	Plan 1 Rates	GE 13.2.1.D.3																					
74	Type B Common Equipment	1344	Type B Common Equipment	GE 13.2.1.D.3																					
75	SWBT Service Name	1345	SWBT Service Name	GE 13.2.1.D.3																					
76	Plan 1 Rates	1346	Plan 1 Rates	GE 13.2.1.D.3																					
77	Type B Common Equipment	1347	Type B Common Equipment	GE 13.2.1.D.3																					
78	SWBT Service Name	1348	SWBT Service Name	GE 13.2.1.D.3																					
79	Plan 1 Rates	1349	Plan 1 Rates	GE 13.2.1.D.3																					
80	Type B Common Equipment	1350	Type B Common Equipment	GE 13.2.1.D.3																					
81	SWBT Service Name	1351	SWBT Service Name	GE 13.2.1.D.3																					
82	Plan 1 Rates	1352	Plan 1 Rates	GE 13.2.1.D.3																					
83	Type B Common Equipment	1353	Type B Common Equipment	GE 13.2.1.D.3																					
84	SWBT Service Name	1354	SWBT Service Name	GE 13.2.1.D.3																					
85	Plan 1 Rates	1355	Plan 1 Rates	GE 13.2.1.D.3																					
86	Type B Common Equipment	1356	Type B Common Equipment	GE 13.2.1.D.3																					
87	SWBT Service Name	1357	SWBT Service Name	GE 13.2.1.D.3																					
88	Plan 1 Rates	1358	Plan 1 Rates	GE 13.2.1.D.3																					

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sect. Para)	USOC	Monthly Recurring Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2											
SWBT Service Name											
1325 24 Months		ASAM	\$ 5.45						19.2%	Grandfathered	
1326 48 Months		ASAM	\$ 2.95						19.2%	Grandfathered	
1327 72 Months		ASAM	\$ 2.15						19.2%	Grandfathered	
1328 96 Months		ASAM	\$ 1.75						19.2%	Grandfathered	
1329 Variable Rate									19.2%	Grandfathered	
1330 1 Month		ASAM	\$ 2.50						19.2%	Grandfathered	
1331 24 Months		ASAM	\$ 2.50						19.2%	Grandfathered	
1332 48 Months		ASAM	\$ 2.50						19.2%	Grandfathered	
1333 72 Months		ASAM	\$ 2.50						19.2%	Grandfathered	
1334 96 Months		ASAM	\$ 2.50						19.2%	Grandfathered	
1335									19.2%	Grandfathered	
1336 Calls Waiting Indication, 1 per 72 consoles									19.2%	Grandfathered	
1337 Svc & Equipment	GE 13.2.1 D.3.a			\$ 6.00					19.2%	Grandfathered	
1338 Fixed Rate				\$ 440.00					19.2%	Grandfathered	
1339 1 Month		ABICE	\$ 93.25						19.2%	Grandfathered	
1340 24 Months		ABICE	\$ 4.40						19.2%	Grandfathered	
1341 48 Months		ABICE	\$ 2.40						19.2%	Grandfathered	
1342 72 Months		ABICE	\$ 1.75						19.2%	Grandfathered	
1343 96 Months		ABICE	\$ 1.40						19.2%	Grandfathered	
1344 Variable Rate									19.2%	Grandfathered	
1345 1 Month		ABICE	\$ 2.25						19.2%	Grandfathered	
1346 24 Months		ABICE	\$ 2.25						19.2%	Grandfathered	
1347 48 Months		ABICE	\$ 2.25						19.2%	Grandfathered	
1348 72 Months		ABICE	\$ 2.25						19.2%	Grandfathered	
1349 96 Months		ABICE	\$ 2.25						19.2%	Grandfathered	
1350									19.2%	Grandfathered	
System Display & Control Equipment									19.2%	Grandfathered	
1351									19.2%	Grandfathered	
Premises Components									19.2%	Grandfathered	
1352 Svc & Equipment	GE 13.2.1 D.3.a			\$ 6.00					19.2%	Grandfathered	
1353 Fixed Rate				\$ 1,100.00					19.2%	Grandfathered	
1354 1 Month		ABK	\$ 2,100.00						19.2%	Grandfathered	
1355 24 Months		ABK	\$ 95.50						19.2%	Grandfathered	
1356 48 Months		ABK	\$ 54.00						19.2%	Grandfathered	
1357 72 Months		ABK	\$ 38.70						19.2%	Grandfathered	
1358 96 Months		ABK	\$ 31.60						19.2%	Grandfathered	
1359 Variable Rate									19.2%	Grandfathered	
1360 1 Month		ABK	\$ 16.60						19.2%	Grandfathered	
1361 24 Months		ABK	\$ 16.60						19.2%	Grandfathered	
1362 48 Months		ABK	\$ 16.60						19.2%	Grandfathered	
1363 72 Months		ABK	\$ 16.60						19.2%	Grandfathered	
1364 96 Months		ABK	\$ 16.60						19.2%	Grandfathered	
1365									19.2%	Grandfathered	
Optional Printer									19.2%	Grandfathered	
1366 Svc & Equipment	GE 13.2.1 D.3.a			\$ 6.00					19.2%	Grandfathered	
1367 Fixed Rate				\$ 270.00					19.2%	Grandfathered	
1368 1 Month		ABP	\$ 740.00						19.2%	Grandfathered	
1369 24 Months		ABP	\$ 35.00						19.2%	Grandfathered	
1370 48 Months		ABP	\$ 19.05						19.2%	Grandfathered	
1371 72 Months		ABP	\$ 13.75						19.2%	Grandfathered	
1372 96 Months		ABP	\$ 11.15						19.2%	Grandfathered	
1373 Variable Rate									19.2%	Grandfathered	
1374 1 Month		ABP	\$ 17.10						19.2%	Grandfathered	
1375 24 Months		ABP	\$ 17.10						19.2%	Grandfathered	
1376 48 Months		ABP	\$ 17.10						19.2%	Grandfathered	
1377 72 Months		ABP	\$ 17.10						19.2%	Grandfathered	
1378 96 Months		ABP	\$ 17.10						19.2%	Grandfathered	
1379									19.2%	Grandfathered	
1380									19.2%	Grandfathered	

Where the tariff and the month conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Numa, Sect Para)	USOC	SWBT Retail Price	Service Charge / Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1	Dynamic Traffic Display:								19.2%	19.2%	
1381	GE 13.2.1.D.3 a								19.2%	19.2%	
1382	Display Units, 1 split								19.2%	19.2%	Grandfathered
1383	Sw & Equipment			\$ 6.00					19.2%	19.2%	Grandfathered
1384	Fixed Rate:			\$ 520.00					19.2%	19.2%	Grandfathered
1385	1 Month	ADM	\$ 865.00						19.2%	19.2%	Grandfathered
1386	24 Months	ADM	\$ 41.00						19.2%	19.2%	Grandfathered
1387	48 Months	ADM	\$ 20.00						19.2%	19.2%	Grandfathered
1388	72 Months	ADM	\$ 16.00						19.2%	19.2%	Grandfathered
1389	96 Months	ADM	\$ 13.00						19.2%	19.2%	Grandfathered
1390	Variable Rate:								19.2%	19.2%	
1391	1 Month	ADM	\$ 9.30						19.2%	19.2%	Grandfathered
1392	24 Months	ADM	\$ 9.30						19.2%	19.2%	Grandfathered
1393	48 Months	ADM	\$ 9.30						19.2%	19.2%	Grandfathered
1394	72 Months	ADM	\$ 9.30						19.2%	19.2%	Grandfathered
1395	96 Months	ADM	\$ 9.30						19.2%	19.2%	Grandfathered
1396	Display controller, 1 per 20 units								19.2%	19.2%	
1397	Sw & Equipment			\$ 6.00					19.2%	19.2%	Grandfathered
1398	Fixed Rate:			\$ 790.00					19.2%	19.2%	Grandfathered
1399	1 Month	ABLUC	\$ 1,675.00						19.2%	19.2%	Grandfathered
1400	24 Months	ABLUC	\$ 79.50						19.2%	19.2%	Grandfathered
1401	48 Months	ABLUC	\$ 43.10						19.2%	19.2%	Grandfathered
1402	72 Months	ABLUC	\$ 31.20						19.2%	19.2%	Grandfathered
1403	96 Months	ABLUC	\$ 26.25						19.2%	19.2%	Grandfathered
1404	Variable Rate:								19.2%	19.2%	
1405	1 Month	ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1406	24 Months	ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1407	48 Months	ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1408	72 Months	ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1409	96 Months	ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1410	Agent Status Display Console								19.2%	19.2%	
1411	Fixed Rate:			\$ 500.00					19.2%	19.2%	Grandfathered
1412	1 Month	AGC	\$ 361.00						19.2%	19.2%	Grandfathered
1413	24 Months	AGC	\$ 16.65						19.2%	19.2%	Grandfathered
1414	48 Months	AGC	\$ 9.05						19.2%	19.2%	Grandfathered
1415	72 Months	AGC	\$ 5.50						19.2%	19.2%	Grandfathered
1416	96 Months	AGC	\$ 5.30						19.2%	19.2%	Grandfathered
1417	Variable Rate:								19.2%	19.2%	
1418	1 Month	AGC	\$ 10.25						19.2%	19.2%	Grandfathered
1419	24 Months	AGC	\$ 10.25						19.2%	19.2%	Grandfathered
1420	48 Months	AGC	\$ 10.25						19.2%	19.2%	Grandfathered
1421	72 Months	AGC	\$ 10.25						19.2%	19.2%	Grandfathered
1422	96 Months	AGC	\$ 10.25						19.2%	19.2%	Grandfathered
1423									19.2%	19.2%	
1424	Key Control & Alarm Console, up to 10 keys								19.2%	19.2%	
1425	Sw & Equipment			\$ 6.00					19.2%	19.2%	Grandfathered
1426	Fixed Rate:			\$ 560.00					19.2%	19.2%	Grandfathered
1427	1 Month	ABQ	\$ 369.00						19.2%	19.2%	Grandfathered
1428	24 Months	ABQ	\$ 17.50						19.2%	19.2%	Grandfathered
1429	48 Months	ABQ	\$ 9.50						19.2%	19.2%	Grandfathered
1430	72 Months	ABQ	\$ 6.90						19.2%	19.2%	Grandfathered
1431	96 Months	ABQ	\$ 5.55						19.2%	19.2%	Grandfathered
1432	Variable Rate:								19.2%	19.2%	
1433	1 Month	ABQ	\$ 6.55						19.2%	19.2%	Grandfathered
1434	24 Months	ABQ	\$ 6.55						19.2%	19.2%	Grandfathered
1435	48 Months	ABQ	\$ 6.55						19.2%	19.2%	Grandfathered

Where the tariff and the master contract on service name, rate, USOC or rate price, refer to this tariff.
For rates not are cross-referenced in the tariff, see individual tariff section.

000080

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

XX - SERVICES / PRICING

	A	B	C	E	F	G	H	I	J	K	L	M	
	SWBT Service Name	Missouri Termination	SWBT Retail Price	Monthly Recurring	Service Charge/Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recycling	Non-Recycling		Comments
1	SWBT MISSOURI												
2	SWBT Service Name	Missouri Termination	SWBT Retail Price	Monthly Recurring	Service Charge/Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recycling	Non-Recycling		Comments
1436	72 Months	GE 13.2.1.D.3.a		6.55						19.2%	19.2%	19.2%	Grandfathered
1437	96 Months	GE 13.2.1.D.3.a		6.55						19.2%	19.2%	19.2%	Grandfathered
1438	Equipment for Service Supervising of Agent Console Position												
1439	Equipment for Service Supervising of Agent Console Position												
1440	Common Equipment, 1 per 72 consoles												
1441	Fixed Rate												
1442	1 Month												
1443	24 Months												
1444	48 Months												
1445	72 Months												
1446	96 Months												
1447	Variable Rate												
1448	1 Month												
1449	24 Months												
1450	48 Months												
1451	72 Months												
1452	96 Months												
1453	Auxiliary Equipment, 1 per 24 consoles												
1454	Fixed Rate												
1455	1 Month												
1456	24 Months												
1457	48 Months												
1458	72 Months												
1459	96 Months												
1460	Variable Rate												
1461	1 Month												
1462	24 Months												
1463	48 Months												
1464	72 Months												
1465	96 Months												
1466	Plan II Rates												
1467	Plan II Common Equipment												
1468	Plan II B Common Equipment												
1469	Premium Compensation												
1470	Plan II Equipment												
1471	Compensation per 72 consoles												
1472	Plan II Equipment												
1473	Compensation per 72 consoles												
1474	Plan II Equipment												
1475	Compensation per 72 consoles												
1476	Plan II Equipment												
1477	Compensation per 72 consoles												
1478	Plan II Equipment												
1479	Compensation per 72 consoles												
1480	Plan II Equipment												
1481	Compensation per 72 consoles												
1482	Plan II Equipment												

Page 27 of 41

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGANCE TELECOM, INC

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff City (Name, State, Para)	USOC	SWBT Retail Price Monthly Recurring	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	SWBT Wholesale Offered Discount	Comments
1											
2											
1486	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1487	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1488	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1489	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1490	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1491	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1492	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1493	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1494	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1495	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1496	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1497	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1498	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1499	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1500	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1501	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1502	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1503	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1504	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1505	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1506	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1507	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1508	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1509	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1510	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1511	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1512	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1513	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1514	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1515	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1516	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1517	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1518	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1519	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1520	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1521	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1522	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1523	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1524	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1525	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1526	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1527	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1528	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1529	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1530	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1531	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1532	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1533	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1534	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1535	GE 13.2.1 D.3b	AP	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered

Where the tariff and the master contract on carrier names, rate, USOC or resale price, refer to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

000082

1	A		B	C	E		F	G	H	I	J	K	L		M
	SWBT Missouri				SWBT Retail Price								SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC		Monthly Recurring		Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring		Comments
1536	1 Month		A22		\$ 136.80							19.2%	19.2%		Grandfathered
1537	36 Months		A22		\$ 136.80							19.2%	19.2%		Grandfathered
1538	60 Months		A22		\$ 136.80							19.2%	19.2%		Grandfathered
1539	84 Months		A22		\$ 136.80							19.2%	19.2%		Grandfathered
1540	120 Months		A22		\$ 136.80							19.2%	19.2%		Grandfathered
1541												19.2%	19.2%		Grandfathered
1542	Cabinet B Assembly 50 consoles	GE 13.2.1.D.4					\$ 1,200.00					19.2%	19.2%		Grandfathered
1543	Svc & Equipment						\$ 5.50					19.2%	19.2%		Grandfathered
1544	Fixed Monthly Rate, Plan I											19.2%	19.2%		Grandfathered
1545	1 Month		A2F		\$ 14,527.25							19.2%	19.2%		Grandfathered
1546	36 Months		A2F		\$ 478.25							19.2%	19.2%		Grandfathered
1547	60 Months		A2F		\$ 311.25							19.2%	19.2%		Grandfathered
1548	84 Months		A2F		\$ 240.55							19.2%	19.2%		Grandfathered
1549	120 Months		A2F		\$ 188.65							19.2%	19.2%		Grandfathered
1550	Monthly Rate, Plan II		A2F		\$ 577.15							19.2%	19.2%		Grandfathered
1551	Variable Monthly Rate, Plan I		A2F									19.2%	19.2%		Grandfathered
1552	1 Month		A2F		\$ 70.75							19.2%	19.2%		Grandfathered
1553	36 Months		A2F		\$ 70.75							19.2%	19.2%		Grandfathered
1554	60 Months		A2F		\$ 70.75							19.2%	19.2%		Grandfathered
1555	84 Months		A2F		\$ 70.75							19.2%	19.2%		Grandfathered
1556	120 Months		A2F		\$ 70.75							19.2%	19.2%		Grandfathered
1557												19.2%	19.2%		Grandfathered
1558	Additional Line Circuit Carriers	GE 13.2.1.D.4					\$ 66.75					19.2%	19.2%		Grandfathered
1559	Svc & Equipment						\$ 5.50					19.2%	19.2%		Grandfathered
1560	Fixed Monthly Rate, Plan I											19.2%	19.2%		Grandfathered
1561	1 Month		A2L		\$ 2,502.25							19.2%	19.2%		Grandfathered
1562	36 Months		A2L		\$ 82.40							19.2%	19.2%		Grandfathered
1563	60 Months		A2L		\$ 53.60							19.2%	19.2%		Grandfathered
1564	84 Months		A2L		\$ 41.45							19.2%	19.2%		Grandfathered
1565	120 Months		A2L		\$ 32.50							19.2%	19.2%		Grandfathered
1566	Monthly Rate, Plan II		A2L		\$ 97.80							19.2%	19.2%		Grandfathered
1567	Variable Monthly Rate, Plan I		A2L									19.2%	19.2%		Grandfathered
1568	1 Month		A2L		\$ 10.10							19.2%	19.2%		Grandfathered
1569	36 Months		A2L		\$ 10.10							19.2%	19.2%		Grandfathered
1570	60 Months		A2L		\$ 10.10							19.2%	19.2%		Grandfathered
1571	84 Months		A2L		\$ 10.10							19.2%	19.2%		Grandfathered
1572	120 Months		A2L		\$ 10.10							19.2%	19.2%		Grandfathered
1573	Console	GE 13.2.1.D.4										19.2%	19.2%		Grandfathered
1574	10-button Agent	GE 13.2.1.D.4					\$ 229.00					19.2%	19.2%		Grandfathered
1575	Svc & Equipment						\$ 6.00					19.2%	19.2%		Grandfathered
1576	Fixed Monthly Rate, Plan I											19.2%	19.2%		Grandfathered
1577	1 Month		A2G		\$ 721.55							19.2%	19.2%		Grandfathered
1578	36 Months		A2G		\$ 24.35							19.2%	19.2%		Grandfathered
1579	60 Months		A2G		\$ 15.45							19.2%	19.2%		Grandfathered
1580	84 Months		A2G		\$ 11.95							19.2%	19.2%		Grandfathered
1581	120 Months		A2G		\$ 9.35							19.2%	19.2%		Grandfathered
1582	Monthly Rate, Plan II		A2G		\$ 34.60							19.2%	19.2%		Grandfathered
1583	Variable Monthly Rate, Plan I		A2G									19.2%	19.2%		Grandfathered
1584	1 Month		A2G		\$ 9.05							19.2%	19.2%		Grandfathered
1585	36 Months		A2G		\$ 9.05							19.2%	19.2%		Grandfathered
1586	60 Months		A2G		\$ 9.05							19.2%	19.2%		Grandfathered
1587	84 Months		A2G		\$ 9.05							19.2%	19.2%		Grandfathered
1588	120 Months		A2G		\$ 9.05							19.2%	19.2%		Grandfathered
1589												19.2%	19.2%		Grandfathered
1590	10-button Supervisor	GE 13.2.1.D.4					\$ 229.00					19.2%	19.2%		Grandfathered
1591	Svc & Equipment											19.2%	19.2%		Grandfathered
1592	Fixed Monthly Rate, Plan I											19.2%	19.2%		Grandfathered
1593	1 Month		A2M		\$ 721.55							19.2%	19.2%		Grandfathered
1594	36 Months		A2M		\$ 24.35							19.2%	19.2%		Grandfathered

Where the tariff and the rates conflict on service name, cite USOC or retail price, refer to the tariff.
For rates that are order-referenced in this tariff, see individual tariff section.

000083

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

A		B		C		E		F		G		H		I		J		K		L		M			
SWBT MISSOURI		SWBT Service Name		Minimum Term One (Name, Sect Plan)		Monthly Recurring Price		Service Charge/Non-Recurring		Per Use Charge		Minute Charge		Message Charge		Mileage Charge		SWBT Wholesale Offered Discount		Recurring		Non-Recurring		Comments	
1		2																							
1585		SWBT Services Name																							
1586		60 Months																							
1587		84 Months																							
1588		120 Months																							
1589		Monthly Rate Plan II																							
1590		Variable Monthly Rate Plan I																							
1591		1 Month																							
1592		36 Months																							
1593		60 Months																							
1594		84 Months																							
1595		120 Months																							
1596		20-button Fixed Large Field, Agent																							
1597		Fixed Monthly Rate Plan I																							
1598		1 Month																							
1599		36 Months																							
1600		60 Months																							
1601		84 Months																							
1602		120 Months																							
1603		Monthly Rate Plan II																							
1604		Variable Monthly Rate Plan I																							
1605		1 Month																							
1606		36 Months																							
1607		60 Months																							
1608		84 Months																							
1609		120 Months																							
1610		20-button Fixed Large Field, Agent																							
1611		Fixed Monthly Rate Plan I																							
1612		1 Month																							
1613		36 Months																							
1614		60 Months																							
1615		84 Months																							
1616		120 Months																							
1617		Monthly Rate Plan II																							
1618		Variable Monthly Rate Plan I																							
1619		1 Month																							
1620		36 Months																							
1621		60 Months																							
1622		84 Months																							
1623		120 Months																							
1624		20-button Fixed Large Field, Agent																							
1625		Fixed Monthly Rate Plan I																							
1626		1 Month																							
1627		36 Months																							
1628		60 Months																							
1629		84 Months																							
1630		120 Months																							
1631		Monthly Rate Plan II																							
1632		Variable Monthly Rate Plan I																							
1633		1 Month																							
1634		36 Months																							
1635		60 Months																							
1636		84 Months																							
1637		120 Months																							
1638		20-button Fixed Large Field, Agent																							
1639		Fixed Monthly Rate Plan I																							
1640		1 Month																							
1641		36 Months																							
1642		60 Months																							
1643		84 Months																							
1644		120 Months																							
1645		Monthly Rate Plan II																							
1646		Variable Monthly Rate Plan I																							
1647		1 Month																							
1648		36 Months																							
1649		60 Months																							
1650		84 Months																							
1651		120 Months																							
1652		20-button Fixed Large Field, Agent																							
1653		Fixed Monthly Rate Plan I																							
1654		1 Month																							
1655		36 Months																							
1656		60 Months																							
1657		84 Months																							
1658		120 Months																							
1659		Monthly Rate Plan II																							
1660		Variable Monthly Rate Plan I																							
1661		1 Month																							
1662		36 Months																							
1663		60 Months																							

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sect. Para.)	USOC	SWBT Retail Price Monthly Recurring	Service Charge/ Non- Recurring \$	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount Recurring	Non- Recurring	Comments
1											
2	SWBT Service Name Svc & Equipment										
1654	Fixed Monthly Rate, Plan I:										
1655	1 Month	A2P	\$ 1,136.40	\$ 6.00					19.2%	19.2%	Grandfathered
1656	36 Months	A2P	\$ 37.50						19.2%	19.2%	Grandfathered
1657	60 Months	A2P	\$ 24.40						19.2%	19.2%	Grandfathered
1658	84 Months	A2P	\$ 16.85						19.2%	19.2%	Grandfathered
1659	120 Months	A2P	\$ 14.80						19.2%	19.2%	Grandfathered
1660	Monthly Rate, Plan II										
1661	Variable Monthly Rate, Plan I:										
1662	1 Month	A2P	\$ 53.90						19.2%	19.2%	Grandfathered
1663	36 Months	A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1664	60 Months	A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1665	84 Months	A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1666	120 Months	A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1667											
1668	20-button Alphabetic Field, Agent										
1669	Svc & Equipment			\$ 229.00					19.2%	19.2%	Grandfathered
1670	Fixed Monthly Rate, Plan I:			\$ 6.00					19.2%	19.2%	Grandfathered
1671	1 Month	A2K	\$ 1,856.25						19.2%	19.2%	Grandfathered
1672	36 Months	A2K	\$ 61.15						19.2%	19.2%	Grandfathered
1673	60 Months	A2K	\$ 39.80						19.2%	19.2%	Grandfathered
1674	84 Months	A2K	\$ 30.75						19.2%	19.2%	Grandfathered
1675	120 Months	A2K	\$ 24.15						19.2%	19.2%	Grandfathered
1676	Monthly Rate, Plan II										
1677	Variable Monthly Rate, Plan I:										
1678	1 Month	A2K	\$ 85.10						19.2%	19.2%	Grandfathered
1679	36 Months	A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1680	60 Months	A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1681	84 Months	A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1682	120 Months	A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1683											
1684	20-button Alphabetic Field, Supervisor										
1685	Svc & Equipment			\$ 229.00					19.2%	19.2%	Grandfathered
1686	Fixed Monthly Rate, Plan I:			\$ 6.00					19.2%	19.2%	Grandfathered
1687	1 Month	A2V	\$ 1,856.25						19.2%	19.2%	Grandfathered
1688	36 Months	A2V	\$ 61.15						19.2%	19.2%	Grandfathered
1689	60 Months	A2V	\$ 39.80						19.2%	19.2%	Grandfathered
1690	84 Months	A2V	\$ 30.75						19.2%	19.2%	Grandfathered
1691	120 Months	A2V	\$ 24.15						19.2%	19.2%	Grandfathered
1692	Monthly Rate, Plan II										
1693	Variable Monthly Rate, Plan I:										
1694	1 Month	A2V	\$ 85.10						19.2%	19.2%	Grandfathered
1695	36 Months	A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1696	60 Months	A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1697	84 Months	A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1698	120 Months	A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1699											
1700	Basic Common Equipment, 1st 200 consoles & 14 CRTs:			\$ 5,300.00					19.2%	19.2%	Grandfathered
1701	Svc & Equipment			\$ 6.00					19.2%	19.2%	Grandfathered
1702	Fixed Monthly Rate, Plan I:										
1703	1 Month	ASCOE	\$ 88,087.65						19.2%	19.2%	Grandfathered
1704	36 Months	ASCOE	\$ 2,859.95						19.2%	19.2%	Grandfathered
1705	60 Months	ASCOE	\$ 1,897.20						19.2%	19.2%	Grandfathered
1706	84 Months	ASCOE	\$ 1,458.50						19.2%	19.2%	Grandfathered
1707	120 Months	ASCOE	\$ 1,143.80						19.2%	19.2%	Grandfathered
1708	Monthly Rate, Plan II										
1709	Variable Monthly Rate, Plan I:										
1710	1 Month	ASCOE	\$ 4,030.40						19.2%	19.2%	Grandfathered
1711	36 Months	ASCOE	\$ 966.65						19.2%	19.2%	Grandfathered
1712	60 Months	ASCOE	\$ 966.65						19.2%	19.2%	Grandfathered
1713	84 Months	ASCOE	\$ 966.65						19.2%	19.2%	Grandfathered
1714	120 Months	ASCOE	\$ 966.65						19.2%	19.2%	Grandfathered

When a tariff and the master contract or service name are cited, the tariff is the tariff.
For rates that are quoted elsewhere in the tariff, see individual tariff section.

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGANCE TELECOM, INC.

A		B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI		Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1												
2	SWBT Service Name			Monthly Recurring								
1714	84 Months		ASCOE	\$ 566.65						19.2%	19.2%	Grandfathered
1715	120 Months		ASCOE	\$ 566.65						19.2%	19.2%	Grandfathered
1716												
1717	Add. Equipment 200+ consoles	GE 13.2.1 D.4			\$ 90.75					19.2%	19.2%	Grandfathered
1718	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1719	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1720	1 Month		ASAC	\$ 18,000.80						19.2%	19.2%	Grandfathered
1721	36 Months		ASAC	\$ 592.80						19.2%	19.2%	Grandfathered
1722	60 Months		ASAC	\$ 385.65						19.2%	19.2%	Grandfathered
1723	84 Months		ASAC	\$ 298.05						19.2%	19.2%	Grandfathered
1724	120 Months		ASAC	\$ 233.75						19.2%	19.2%	Grandfathered
1725	Monthly Rate, Plan II		ASAC	\$ 863.40						19.2%	19.2%	Grandfathered
1726	Variable Monthly Rate, Plan I:		ASAC							19.2%	19.2%	
1727	1 Month		ASAC	\$ 238.00						19.2%	19.2%	Grandfathered
1728	36 Months		ASAC	\$ 238.00						19.2%	19.2%	Grandfathered
1729	60 Months		ASAC	\$ 238.00						19.2%	19.2%	Grandfathered
1730	84 Months		ASAC	\$ 238.00						19.2%	19.2%	Grandfathered
1731	120 Months		ASAC	\$ 238.00						19.2%	19.2%	Grandfathered
1732												
1733	Desk Equip., up to 350 consoles	GE 13.2.1 D.4			\$ 124.50					19.2%	19.2%	Grandfathered
1734	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1735	Fixed Monthly Rate, Plan I:		ASCAA	\$ 32,504.25						19.2%	19.2%	Grandfathered
1736	1 Month		ASCAA	\$ 1,070.05						19.2%	19.2%	Grandfathered
1737	36 Months		ASCAA	\$ 696.40						19.2%	19.2%	Grandfathered
1738	60 Months		ASCAA	\$ 538.20						19.2%	19.2%	Grandfathered
1739	84 Months		ASCAA	\$ 422.06						19.2%	19.2%	Grandfathered
1740	120 Months		ASCAA	\$ 1,791.35						19.2%	19.2%	Grandfathered
1741	Monthly Rate, Plan II		ASCAA							19.2%	19.2%	
1742	Variable Monthly Rate, Plan I:		ASCAA	\$ 663.00						19.2%	19.2%	Grandfathered
1743	1 Month		ASCAA	\$ 663.00						19.2%	19.2%	Grandfathered
1744	36 Months		ASCAA	\$ 663.00						19.2%	19.2%	Grandfathered
1745	60 Months		ASCAA	\$ 663.00						19.2%	19.2%	Grandfathered
1746	84 Months		ASCAA	\$ 663.00						19.2%	19.2%	Grandfathered
1747	120 Months		ASCAA	\$ 663.00						19.2%	19.2%	Grandfathered
1748												
1749	Desk Equip., 350+ consoles	GE 13.2.1 D.4			\$ 45.50					19.2%	19.2%	Grandfathered
1750	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1751	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1752	1 Month		ASCAD	\$ 80,953.75						19.2%	19.2%	Grandfathered
1753	36 Months		ASCAD	\$ 2,665.10						19.2%	19.2%	Grandfathered
1754	60 Months		ASCAD	\$ 1,734.40						19.2%	19.2%	Grandfathered
1755	84 Months		ASCAD	\$ 1,340.40						19.2%	19.2%	Grandfathered
1756	120 Months		ASCAD	\$ 10,511.20						19.2%	19.2%	Grandfathered
1757	Monthly Rate, Plan II		ASCAD	\$ 3,801.95						19.2%	19.2%	Grandfathered
1758	Variable Monthly Rate, Plan I:		ASCAD							19.2%	19.2%	
1759	1 Month		ASCAD	\$ 793.80						19.2%	19.2%	Grandfathered
1760	36 Months		ASCAD	\$ 793.80						19.2%	19.2%	Grandfathered
1761	60 Months		ASCAD	\$ 793.80						19.2%	19.2%	Grandfathered
1762	84 Months		ASCAD	\$ 793.80						19.2%	19.2%	Grandfathered
1763	120 Months		ASCAD	\$ 793.80						19.2%	19.2%	Grandfathered
1764												
1765	Cabinet C Assembly, per 6 Data Links	GE 13.2.1 D.4			\$ 415.50					19.2%	19.2%	Grandfathered
1766	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1767	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1768	1 Month		ASEAS	\$ 4,476.80						19.2%	19.2%	Grandfathered
1769	36 Months		ASEAS	\$ 147.45						19.2%	19.2%	Grandfathered
1770	60 Months		ASEAS	\$ 95.95						19.2%	19.2%	Grandfathered
1771	84 Months		ASEAS	\$ 74.15						19.2%	19.2%	Grandfathered
1772	120 Months		ASEAS	\$ 58.15						19.2%	19.2%	Grandfathered

Where the tariff and the notes conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

000086

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

1	A SWBT MISSOURI	B Missouri Tariff Cite (Name, Sect, Para)	C USOC	E SWBT Retail Price Monthly Recurring	F Service Charge/ Non- Recurring	G Per Use Charge	H Minute Charge	I Message Charge	J Mileage Charge	K		L SWBT Wholesale Offered Discount	M	
										Recurring	Non- Recurring		Recurring	Comments
2	SWBT Service Name													
1773	Monthly Rate Plan II		ASEAS	\$ 180.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1774	Variable Monthly Rate, Plan I		ASEAS							19.2%	19.2%	19.2%	19.2%	Grandfathered
1775	1 Month		ASEAS	\$ 22.30						19.2%	19.2%	19.2%	19.2%	Grandfathered
1776	36 Months		ASEAS	\$ 22.30						19.2%	19.2%	19.2%	19.2%	Grandfathered
1777	60 Months		ASEAS	\$ 22.30						19.2%	19.2%	19.2%	19.2%	Grandfathered
1778	84 Months		ASEAS	\$ 22.30						19.2%	19.2%	19.2%	19.2%	Grandfathered
1779	120 Months		ASEAS	\$ 22.30						19.2%	19.2%	19.2%	19.2%	Grandfathered
1780	Data Link Termination per AEMIS Data Link									19.2%	19.2%	19.2%	19.2%	Grandfathered
1781	Svc & Equipment	GE 13.2.1.D.4			\$ 74.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1782	Fixed Monthly Rate, Plan I				\$ 6.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1783	1 Month		ASETE	\$ 504.10						19.2%	19.2%	19.2%	19.2%	Grandfathered
1785	36 Months		ASETE	\$ 26.45						19.2%	19.2%	19.2%	19.2%	Grandfathered
1786	60 Months		ASETE	\$ 17.25						19.2%	19.2%	19.2%	19.2%	Grandfathered
1787	84 Months		ASETE	\$ 13.30						19.2%	19.2%	19.2%	19.2%	Grandfathered
1788	120 Months		ASETE	\$ 10.45						19.2%	19.2%	19.2%	19.2%	Grandfathered
1789	Monthly Rate, Plan II		ASETE	\$ 34.60						19.2%	19.2%	19.2%	19.2%	Grandfathered
1790	Variable Monthly Rate, Plan I		ASETE							19.2%	19.2%	19.2%	19.2%	Grandfathered
1791	1 Month		ASETE	\$ 9.90						19.2%	19.2%	19.2%	19.2%	Grandfathered
1792	36 Months		ASETE	\$ 9.90						19.2%	19.2%	19.2%	19.2%	Grandfathered
1793	60 Months		ASETE	\$ 9.90						19.2%	19.2%	19.2%	19.2%	Grandfathered
1794	84 Months		ASETE	\$ 9.90						19.2%	19.2%	19.2%	19.2%	Grandfathered
1795	120 Months		ASETE	\$ 9.90						19.2%	19.2%	19.2%	19.2%	Grandfathered
1796	Common Equipment for CRT	GE 13.2.1.D.4			\$ 379.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1797	Svc & Equipment				\$ 6.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1798	Fixed Monthly Rate, Plan I									19.2%	19.2%	19.2%	19.2%	Grandfathered
1800	1 Month		ASDOE	\$ 841.60						19.2%	19.2%	19.2%	19.2%	Grandfathered
1801	36 Months		ASDOE	\$ 27.70						19.2%	19.2%	19.2%	19.2%	Grandfathered
1802	60 Months		ASDOE	\$ 16.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1803	84 Months		ASDOE	\$ 13.95						19.2%	19.2%	19.2%	19.2%	Grandfathered
1804	120 Months		ASDOE	\$ 10.95						19.2%	19.2%	19.2%	19.2%	Grandfathered
1805	Monthly Rate, Plan II		ASDOE	\$ 36.75						19.2%	19.2%	19.2%	19.2%	Grandfathered
1806	Variable Monthly Rate, Plan I		ASDOE							19.2%	19.2%	19.2%	19.2%	Grandfathered
1807	1 Month		ASDOE	\$ 6.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1808	36 Months		ASDOE	\$ 6.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1809	60 Months		ASDOE	\$ 6.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1810	84 Months		ASDOE	\$ 6.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1811	120 Months		ASDOE	\$ 6.05						19.2%	19.2%	19.2%	19.2%	Grandfathered
1812	1st Black & White CRT	GE 13.2.1.D.4			\$ 71.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1813	Svc & Equipment				\$ 6.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1814	Fixed Monthly Rate, Plan I									19.2%	19.2%	19.2%	19.2%	Grandfathered
1815	1 Month		ASDBW	\$ 4,725.70						19.2%	19.2%	19.2%	19.2%	Grandfathered
1816	36 Months		ASDBW	\$ 155.60						19.2%	19.2%	19.2%	19.2%	Grandfathered
1817	60 Months		ASDBW	\$ 101.25						19.2%	19.2%	19.2%	19.2%	Grandfathered
1818	84 Months		ASDBW	\$ 76.25						19.2%	19.2%	19.2%	19.2%	Grandfathered
1819	120 Months		ASDBW	\$ 61.40						19.2%	19.2%	19.2%	19.2%	Grandfathered
1820	Monthly Rate, Plan II		ASDBW	\$ 182.75						19.2%	19.2%	19.2%	19.2%	Grandfathered
1821	Variable Monthly Rate, Plan I		ASDBW							19.2%	19.2%	19.2%	19.2%	Grandfathered
1822	1 Month		ASDBW	\$ 18.10						19.2%	19.2%	19.2%	19.2%	Grandfathered
1823	36 Months		ASDBW	\$ 18.10						19.2%	19.2%	19.2%	19.2%	Grandfathered
1824	60 Months		ASDBW	\$ 18.10						19.2%	19.2%	19.2%	19.2%	Grandfathered
1825	84 Months		ASDBW	\$ 18.10						19.2%	19.2%	19.2%	19.2%	Grandfathered
1826	120 Months		ASDBW	\$ 18.10						19.2%	19.2%	19.2%	19.2%	Grandfathered
1827	1st Color CRT	GE 13.2.1.D.4			\$ 71.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1828	Svc & Equipment				\$ 6.00					19.2%	19.2%	19.2%	19.2%	Grandfathered
1830	Fixed Monthly Rate, Plan I									19.2%	19.2%	19.2%	19.2%	Grandfathered
1831	1 Month									19.2%	19.2%	19.2%	19.2%	Grandfathered

Where the tariff and the basic conflict on service name, cite USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

000087

000085

[illegible]

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price Monthly Recurring	Service Charge Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2											
1892	SWBT Service Name										
1893	120 Months										
1894	Per 25 Consoles, Alert only or Supervising	GE 13.2.1.D.4									
1895	Svc & Equipment										
1896	Fixed Monthly Rate, Plan I:										
1897	1 Month										
1898	36 Months										
1899	60 Months										
1900	84 Months										
1901	120 Months										
1902	Monthly Rate, Plan II										
1903	Variable Monthly Rate, Plan I:										
1904	1 Month										
1905	36 Months										
1906	60 Months										
1907	84 Months										
1908	120 Months										
1909	Service Supervising of Agent Console										
1910	Per 25 consoles	GE 13.2.1.D.4									
1911	Svc & Equipment										
1912	Fixed Monthly Rate, Plan I:										
1913	1 Month										
1914	36 Months										
1915	60 Months										
1916	84 Months										
1917	120 Months										
1918	Monthly Rate, Plan II										
1919	Variable Monthly Rate, Plan I:										
1920	1 Month										
1921	36 Months										
1922	60 Months										
1923	84 Months										
1924	120 Months										
1925	Per Service Supervising Trunk										
1926	Svc & Equipment										
1927	Fixed Monthly Rate, Plan I:										
1928	1 Month										
1929	36 Months										
1930	60 Months										
1931	84 Months										
1932	120 Months										
1933	Monthly Rate, Plan II										
1934	Variable Monthly Rate, Plan I:										
1935	1 Month										
1936	36 Months										
1937	60 Months										
1938	84 Months										
1939	120 Months										
1940	Agent Status Display Console										
1941	First 3 Consoles, each	GE 13.2.1.D.4									
1942	Svc & Equipment										
1943	Fixed Monthly Rate, Plan I:										
1944	1 Month										
1945	36 Months										
1946	60 Months										
1947	84 Months										
1948	120 Months										
1949	Per 25 Consoles, each	GE 13.2.1.D.4									
1950	Svc & Equipment										
1951	Fixed Monthly Rate, Plan I:										
1952	1 Month										
1953	36 Months										
1954	60 Months										
1955	84 Months										
1956	120 Months										
1957	Monthly Rate, Plan II										
1958	Variable Monthly Rate, Plan I:										
1959	1 Month										
1960	36 Months										
1961	60 Months										
1962	84 Months										
1963	120 Months										
1964	Monthly Rate, Plan II										
1965	Variable Monthly Rate, Plan I:										
1966	1 Month										
1967	36 Months										
1968	60 Months										
1969	84 Months										
1970	120 Months										
1971	Monthly Rate, Plan II										
1972	Variable Monthly Rate, Plan I:										
1973	1 Month										
1974	36 Months										
1975	60 Months										
1976	84 Months										
1977	120 Months										
1978	Monthly Rate, Plan II										
1979	Variable Monthly Rate, Plan I:										
1980	1 Month										
1981	36 Months										
1982	60 Months										
1983	84 Months										
1984	120 Months										
1985	Monthly Rate, Plan II										
1986	Variable Monthly Rate, Plan I:										
1987	1 Month										
1988	36 Months										
1989	60 Months										
1990	84 Months										
1991	120 Months										
1992	Monthly Rate, Plan II										
1993	Variable Monthly Rate, Plan I:										
1994	1 Month										
1995	36 Months										
1996	60 Months										
1997	84 Months										
1998	120 Months										
1999	Monthly Rate, Plan II										
2000	Variable Monthly Rate, Plan I:										
2001	1 Month										
2002	36 Months										
2003	60 Months										
2004	84 Months										
2005	120 Months										
2006	Monthly Rate, Plan II										
2007	Variable Monthly Rate, Plan I:										
2008	1 Month										
2009	36 Months										
2010	60 Months										
2011	84 Months										
2012	120 Months										
2013	Monthly Rate, Plan II										
2014	Variable Monthly Rate, Plan I:										
2015	1 Month										
2016	36 Months										
2017	60 Months										
2018	84 Months										
2019	120 Months										
2020	Monthly Rate, Plan II										
2021	Variable Monthly Rate, Plan I:										
2022	1 Month										
2023	36 Months										
2024	60 Months										
2025	84 Months										
2026	120 Months										
2027	Monthly Rate, Plan II										
2028	Variable Monthly Rate, Plan I:										
2029	1 Month										
2030	36 Months										
2031	60 Months										
2032	84 Months										
2033	120 Months										
2034	Monthly Rate, Plan II										
2035	Variable Monthly Rate, Plan I:										
2036	1 Month										
2037	36 Months										
2038	60 Months										
2039	84 Months										
2040	120 Months										
2041	Monthly Rate, Plan II										
2042	Variable Monthly Rate, Plan I:										
2043	1 Month										
2044	36 Months										
2045	60 Months										
2046	84 Months										
2047	120 Months										
2048	Monthly Rate, Plan II										
2049	Variable Monthly Rate, Plan I:										
2050	1 Month										
2051	36 Months										
2052	60 Months										
2053	84 Months										
2054	120 Months										
2055	Monthly Rate, Plan II										
2056	Variable Monthly Rate, Plan I:										
2057	1 Month										
2058	36 Months										
2059	60 Months										
2060	84 Months										
2061	120 Months										
2062	Monthly Rate, Plan II										
2063	Variable Monthly Rate, Plan I:										
2064	1 Month										
2065	36 Months										
2066	60 Months										
2067	84 Months										
2068	120 Months										
2069	Monthly Rate, Plan II										
2070	Variable Monthly Rate, Plan I:										
2071	1 Month										
2072	36 Months										
2073	60 Months										
2074	84 Months										
2075	120 Months										
2076	Monthly Rate, Plan II										
2077	Variable Monthly Rate, Plan I:				</						

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A		B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI				SWBT Retail Price	Service Charge/Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1	SWBT Service Name	Missouri Tariff City (Name, Sec. 1, 2)	USOC	Monthly Recurring								
2	SWBT Service Name											
1951	120 Months		A3X	\$ 11.75						19.2%	Grandfathered	
1952	Monthly Rate Plan II		A3X	\$ 40.60						19.2%	Grandfathered	
1953	Variable Monthly Rate, Plan I		A3X							19.2%	Grandfathered	
1954	1 Month		A3X	\$ 6.85						19.2%	Grandfathered	
1955	36 Months		A3X	\$ 6.85						19.2%	Grandfathered	
1956	60 Months		A3X	\$ 6.85						19.2%	Grandfathered	
1957	84 Months		A3X	\$ 6.85						19.2%	Grandfathered	
1958	120 Months		A3X	\$ 6.85						19.2%	Grandfathered	
1959	Each Additional Console	GE 13.2.1 D.4			\$ 300.00					19.2%	Grandfathered	
1961	Svc & Equipment		A3Y	\$ 505.90	\$ 5.50					19.2%	Grandfathered	
1962	1 Month		A3Y	\$ 23.85						19.2%	Grandfathered	
1963	36 Months		A3Y	\$ 19.45						19.2%	Grandfathered	
1964	60 Months		A3Y	\$ 15.00						19.2%	Grandfathered	
1965	84 Months		A3Y	\$ 11.75						19.2%	Grandfathered	
1966	120 Months		A3Y	\$ 40.60						19.2%	Grandfathered	
1967	Monthly Rate Plan II		A3Y							19.2%	Grandfathered	
1968	Variable Monthly Rate, Plan I		A3Y							19.2%	Grandfathered	
1969	1 Month		A3Y	\$ 6.85						19.2%	Grandfathered	
1970	36 Months		A3Y	\$ 6.85						19.2%	Grandfathered	
1971	60 Months		A3Y	\$ 6.85						19.2%	Grandfathered	
1972	84 Months		A3Y	\$ 6.85						19.2%	Grandfathered	
1973	120 Months		A3Y	\$ 6.85						19.2%	Grandfathered	
1974										19.2%	Grandfathered	
1975	System Display & Control Features, Key Control & Alarm Console	GE 13.2.1 D.4	A4N		\$ 392.50					19.2%	Grandfathered	
1976										19.2%	Grandfathered	
1977										19.2%	Grandfathered	
1978										19.2%	Grandfathered	
1979										19.2%	Grandfathered	
1980	Svc & Equipment				\$ 6.00					19.2%	Grandfathered	
1981										19.2%	Grandfathered	
1982	Fixed Monthly Rate, Plan I									19.2%	Grandfathered	
1983	1 Month			\$ 568.45						19.2%	Grandfathered	
1984	36 Months			\$ 18.70						19.2%	Grandfathered	
1985	60 Months			\$ 12.20						19.2%	Grandfathered	
1986	84 Months			\$ 9.40						19.2%	Grandfathered	
1987	120 Months			\$ 7.40						19.2%	Grandfathered	
1988	Monthly Rate, Plan II			\$ 29.95						19.2%	Grandfathered	
1989	Variable Monthly Rate, Plan I									19.2%	Grandfathered	
1990	1 Month			\$ 6.85						19.2%	Grandfathered	
1991	36 Months			\$ 6.85						19.2%	Grandfathered	
1992	60 Months			\$ 6.85						19.2%	Grandfathered	
1993	84 Months			\$ 6.85						19.2%	Grandfathered	
1994	120 Months			\$ 6.85						19.2%	Grandfathered	
1995										19.2%	Grandfathered	
1996	Call Waiting Indication									19.2%	Grandfathered	
1997	Common Equip. per 24 hr. limit states	GE 13.2.1 D.4	A4PCE		\$ 175.00					19.2%	Grandfathered	
1998	Svc & Equipment				\$ 5.50					19.2%	Grandfathered	
1999	Fixed Monthly Rate, Plan I - Installation									19.2%	Grandfathered	
2000	1 Month			\$ 553.60						19.2%	Grandfathered	
2001	36 Months			\$ 18.25						19.2%	Grandfathered	
2002	60 Months			\$ 11.85						19.2%	Grandfathered	
2003	84 Months			\$ 9.15						19.2%	Grandfathered	
2004	120 Months			\$ 7.20						19.2%	Grandfathered	
2005	Monthly Rate, Plan II			\$ 25.90						19.2%	Grandfathered	
2006	Variable Monthly Rate, Plan I									19.2%	Grandfathered	
2007	1 Month			\$ 6.85						19.2%	Grandfathered	
2008	36 Months			\$ 6.85						19.2%	Grandfathered	
2009	60 Months			\$ 6.85						19.2%	Grandfathered	
2010	84 Months			\$ 6.85						19.2%	Grandfathered	

Where the tariff and price are not listed, the tariff and price are the same as the tariff and price in the tariff and price section.

For rates that are cross-referenced in the tariff, see individual tariff section.

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGANCE TELECOM, INC.

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2011	120 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2012	Apartment Door Answering	GE 13.3								19.2%	19.2%	Grandfathered
2013	Common Equip. (AXT), max of 400 terminations in 4	GE 13.3.3	PVLVL	\$ 192.10	\$ 200.00					19.2%	19.2%	A
2014	entrances and facilities betw lobby and co	GE 13.3.3	PVLVL	\$ 192.10	\$ 200.00					19.2%	19.2%	Grandfathered
2015	Common Equip. (AXT), max of 400 terminations in 4	GE 13.3.3	PVLVL	\$ 192.10	\$ 200.00					19.2%	19.2%	Grandfathered
2016	entrances and facilities betw lobby and co	GE 13.3.3	PVLVL	\$ 192.10	\$ 200.00					19.2%	19.2%	Grandfathered
2017	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2018										19.2%	19.2%	
2019	Busy-Out Arrangement	GE 13.4								19.2%	19.2%	
2020										19.2%	19.2%	
2021	Rotary Number Group									19.2%	19.2%	
2022	Control Equipment at CO	GE 13.4	PR9	\$ 21.50	\$ 5.00					19.2%	19.2%	
2023	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2024	Signaling Channel	GE 13.4								19.2%	19.2%	As specified in Private Line Service Tariff
2025	Change in point of trunk	GE 13.4			\$ 5.00					19.2%	19.2%	
2026	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2027										19.2%	19.2%	
2028	DID/AD Service	GE 13.7								19.2%	19.2%	
2029										19.2%	19.2%	
2030	Direct Inward Dialing Service to Customer Premises Located Switching Systems	GE 13.7.1								19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2031	First 100 DID As assigned	GE 13.7.1.B	NEB	\$ 23.50	\$ 165.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2032	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2033	Each add. 100 As assigned over initial 100 block	GE 13.7.1.B	NEC	\$ 23.50	\$ 165.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2034	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2035	First 10 DID As assigned	GE 13.7.1.B	NDZ	\$ 5.00	\$ 165.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2036	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2037	Each add. 10 DID As assigned over initial block	GE 13.7.1.B	NDA	\$ 5.00	\$ 10.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2038	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2039	Removal of 1 from DID Block, per DID #	GE 13.7.1.B	REAHZ		\$ 10.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2040	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2041										19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2042	DID Trunk termination:									19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2043	With Dial Pulse Signal, per trunk	GE 13.7.1.B	NDT	\$ 47.10	\$ 15.75					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2044	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2045	With Multi-Frequency Signal	GE 13.7.1.B	NTP	\$ 47.10	\$ 15.75					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2046	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2047	With Dual Tone Multi-Frequency Signal	GE 13.7.1.B	NMD	\$ 47.10	\$ 138.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2048	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2049										19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2050	AD/OD Service from Customer Premises:	GE 13.7.2								19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2051	First 10 trunks or Network Access Lines in Group									19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2052	minimum charge	GE 13.7.2.B	NDK	\$ 345.75	\$ 262.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2053	Svc & Equipment				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2054	11-50 Trunks or Network Access Lines in group.	GE 13.7.2.B	NDL	\$ 27.15	\$ 26.25					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2055	per trunk or line				\$ 5.50					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2056	Svc & Equipment									19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2057	51+ Trunks or Network Access Lines in group.	GE 13.7.2.B	NDM	\$ 27.15	\$ 26.25					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2058	per trunk or line									19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2059	While the tariff and the number connection charges remain the same, USOC or retail price, refer to the tariff.									19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.

For rates that are cross-referenced in the tariff, see individual tariff section.

000091

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sect. Para)	USOC	SWBT Retail Price Monthly Recurring	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount Recurring	Non- Recurring	Comments
1									19.2%	19.2%	
2									19.2%	19.2%	
2060	SWBT Service Name Soc & Equipment			\$ 5.50					19.2%	19.2%	
2061									19.2%	19.2%	
2062	Heavy Radar Internal Comm. Sys	GE 13.9							19.2%	19.2%	Grandfathered
2063	InterCom Line Unit	121	\$ 1.95						19.2%	19.2%	Grandfathered
2064	Two Wire Priv. Line Circuit, Ringdown Signaling	EDL	\$ 3.95						19.2%	19.2%	Grandfathered
2065	PBX Station Line Termination	UYV	\$ 1.90						19.2%	19.2%	Grandfathered
2066									19.2%	19.2%	
2067	Group Alerting and Dispatching								19.2%	19.2%	
2068	Line Amplifier per line								19.2%	19.2%	
2069									19.2%	19.2%	
2070	Large Systems - Common Equip								19.2%	19.2%	
2071	Initial One - Cent. Of Serving Dispatch Station	56V	\$ 151.65						19.2%	19.2%	
2072	Single group System								19.2%	19.2%	
2073	Installation/Move Charges			\$ 100.00					19.2%	19.2%	
2074	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2075	Multi Group System	6EF	\$ 202.05						19.2%	19.2%	
2076	Installation/Move Charges			\$ 200.00					19.2%	19.2%	
2077	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2078	Add. Serv. Off. Single or Multi Grp. Offices								19.2%	19.2%	
2079	each serving office	56W	\$ 131.80						19.2%	19.2%	
2080	Installation/Move Charges			\$ 100.00					19.2%	19.2%	
2081	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2082	Supp. Equip. Ins. Equip. each station	56Y	\$ 3.45						19.2%	19.2%	
2083	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2084	Additional Grouping Equip., EACH	6EG	\$ 4.35						19.2%	19.2%	
2085	Installation/Move Charges			\$ 10.00					19.2%	19.2%	
2086	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2087	Alternate Line Control Equip., EACH	6EH	\$ 36.75						19.2%	19.2%	
2088	Installation/Move Charges			\$ 25.00					19.2%	19.2%	
2089	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2090	Monitor Line Equip	ROA	\$ 5.60						19.2%	19.2%	
2091	Service Equipment Charges			\$ 5.50					19.2%	19.2%	
2092	Line Connect & Rewire or Substitution of								19.2%	19.2%	
2093	subscriber lines to install 1st line			\$ 10.00					19.2%	19.2%	
2094	Service Equipment Charges			\$ 5.50					19.2%	19.2%	
2095	Additional Line @ same time			\$ 1.00					19.2%	19.2%	
2096	Service Equipment Charges			\$ 5.50					19.2%	19.2%	
2097	Gen. Exch. Small Systems								19.2%	19.2%	
2098	Dispatcher Station and 1st 20 ans. stations	699	\$ 70.55						19.2%	19.2%	Private line charges, as specified in Sec. 2 of Priv. Line Ser. Tariff apply between the serving office and the dispatcher's station. 2 add. dispatcher's stations allowed per system.
2100	Installation/Move Charges			\$ 50.00					19.2%	19.2%	
2101	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2102	Each add. 5 answering station or fraction	59J	\$ 21.15						19.2%	19.2%	
2103	Installation/Move Charges			\$ 10.00					19.2%	19.2%	
2104	Service Equipment Charges			\$ 6.25					19.2%	19.2%	
2105	Line Connect/Rewire Charges or substitute								19.2%	19.2%	
2106	of subscriber lines subsequent to installation								19.2%	19.2%	
2108	1st Line			\$ 10.00					19.2%	19.2%	
2109	Service Equipment Charges			\$ 5.50					19.2%	19.2%	
2110	Each add. line at same time			\$ 1.00					19.2%	19.2%	
2111	Service Equipment Charges			\$ 5.50					19.2%	19.2%	
2112	Bus Gen. Exch. Grp. Alerting Dispatching System								19.2%	19.2%	
2113	Public Emerg. Reporting Sys	GE 13.10.4							19.2%	19.2%	
2114	Common Equip. w/ 3 busy override	PNS	\$ 20.75						19.2%	19.2%	1) Regular one party bus. rate will apply. 2) Channel charges as specified in Sec. 2 of Priv. Line Ser. Tariff are applicable between the serving off. and control point for working signal operation
2115	Service Equipment Charges			\$ 5.50					19.2%	19.2%	Termination agreement provisions outlined in Par. 13.10.5, B of Sec. will apply
2116	Emergency Reporting System Concentrator								19.2%	19.2%	
2117	Identifier Equip. (200 line capacity)	PH5	\$ 322.25						19.2%	19.2%	
2118	Service Equipment Charges			\$ 5.50					19.2%	19.2%	
2119	Cont./Alerting System								19.2%	19.2%	
2120	Initial Comm. Equip. 10 address capacity								19.2%	19.2%	

Where the tariff and the individual tariff section, refer to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

000092

2410 132

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff Cite (Name, Sect. Para)	USOC	SWBT Retail Price	Service Charge Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2											
2179	SWBT Service Name										
2180	A. 1st access party ONLY										
2181	Service/Equipment Charges	RCFV	\$ 17.50	\$ 14.50					19.2%	19.2%	A. \$14.50 non recurring charge for
2182	Service/Equipment Charges	RCFV	\$ 17.50	\$ 14.50					19.2%	19.2%	19.2% call-forwarding charge # to call forward
2183	Service/Equipment Charges	RCFV	\$ 17.50	\$ 14.50					19.2%	19.2%	A. \$14.50 non recurring charge for
2184	Service/Equipment Charges	RCFV	\$ 17.50	\$ 14.50					19.2%	19.2%	19.2% call-forwarding charge # to call forward
2185	Service/Equipment Charges	RCFV	\$ 17.50	\$ 14.50					19.2%	19.2%	
2186	Service/Equipment Charges	RCFV	\$ 17.50	\$ 14.50					19.2%	19.2%	
2187	Special Billing Service Numbers										
2188	each group of 50 number or fraction thereof	BLN	\$ 4.15	\$ 11.50					19.2%	19.2%	
2189	Service/Equipment Charges								19.2%	19.2%	
2190	Toll Diversion - Battery Reversal								19.2%	19.2%	
2191	per line or trunk equipped	TDU	\$ 1.15	\$ 5.50					19.2%	19.2%	
2192	Service/Equipment Charges								19.2%	19.2%	
2193	Service/Equipment Charges								19.2%	19.2%	
2194	High Number Terminal Arrangement								19.2%	19.2%	
2195	Terminals - each	NCBTN	\$ 3.55	\$ 5.50					19.2%	19.2%	
2196	Service/Equipment Charges	NCB	\$ 3.55	\$ 5.50					19.2%	19.2%	
2197	Service/Equipment Charges	NSH	\$ 3.55	\$ 5.50					19.2%	19.2%	Refer to Alternate listings in Sec 6 of this
2198	Directory Listing								19.2%	19.2%	tariff for appropriate rate
2199	Service/Equipment Charges								19.2%	19.2%	
2200	Service/Equipment Charges								19.2%	19.2%	
2201	Service/Equipment Charges								19.2%	19.2%	
2202	Key Telephone System								19.2%	19.2%	
2203	PLAN 1								19.2%	19.2%	
2204	Common Equip - Initial Unit ONE MONTH	GE 13.19.4.D.1	\$ 1,775.00	\$ 6.25					19.2%	19.2%	Grandfathered
2205	36 MONTHS	98A	\$ 60.00	\$ 6.25					19.2%	19.2%	Grandfathered
2206	60 MONTHS	98A	\$ 40.00	\$ 6.25					19.2%	19.2%	Grandfathered
2207	84 MONTHS	98A	\$ 30.00	\$ 6.25					19.2%	19.2%	Grandfathered
2208	120 MONTHS	98A	\$ 25.00	\$ 6.25					19.2%	19.2%	Grandfathered
2209	VARIABLE MONTHLY RATE	98A	\$ 28.80	\$ 6.25					19.2%	19.2%	Grandfathered
2210	Installation/Move Charges			\$ 450.00					19.2%	19.2%	Grandfathered
2211	Service & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2212	Common Equip - Initial Unit ONE MONTH	GE 13.19.4.D.1	\$ 4,275.50	\$ 6.25					19.2%	19.2%	Grandfathered
2213	36 MONTHS	98A	\$ 140.75	\$ 6.25					19.2%	19.2%	Grandfathered
2214	60 MONTHS	98A	\$ 91.60	\$ 6.25					19.2%	19.2%	Grandfathered
2215	84 MONTHS	98A	\$ 70.80	\$ 6.25					19.2%	19.2%	Grandfathered
2216	120 MONTHS	98A	\$ 55.50	\$ 6.25					19.2%	19.2%	Grandfathered
2217	VARIABLE MONTHLY RATE	98A	\$ 28.80	\$ 6.25					19.2%	19.2%	Grandfathered
2218	Installation/Move Charges			\$ 679.00					19.2%	19.2%	Grandfathered
2219	Service & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2220	Auxiliary Unit - Common Equip. ONE MONTH	98C	\$ 1,250.00	\$ 6.25					19.2%	19.2%	Grandfathered
2221	36 MONTHS	98C	\$ 45.00	\$ 6.25					19.2%	19.2%	Grandfathered
2222	60 MONTHS	98C	\$ 30.00	\$ 6.25					19.2%	19.2%	Grandfathered
2223	84 MONTHS	98C	\$ 25.00	\$ 6.25					19.2%	19.2%	Grandfathered
2224	120 MONTHS	98C	\$ 20.00	\$ 6.25					19.2%	19.2%	Grandfathered
2225	VARIABLE MONTHLY RATE	98C	\$ 23.35	\$ 6.25					19.2%	19.2%	Grandfathered
2226	Installation/Move Charges			\$ 365.00					19.2%	19.2%	Grandfathered
2227	Service & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2228	Auxiliary Unit - Common Equip. ONE MONTH	98C	\$ 3,568.30	\$ 6.25					19.2%	19.2%	Grandfathered
2229	36 MONTHS	98C	\$ 118.15	\$ 6.25					19.2%	19.2%	Grandfathered
2230	60 MONTHS	98C	\$ 76.90	\$ 6.25					19.2%	19.2%	Grandfathered
2231	84 MONTHS	98C	\$ 59.40	\$ 6.25					19.2%	19.2%	Grandfathered
2232	120 MONTHS	98C	\$ 46.60	\$ 6.25					19.2%	19.2%	Grandfathered
2233	VARIABLE MONTHLY RATE	98C	\$ 23.35	\$ 6.25					19.2%	19.2%	Grandfathered
2234	Installation/Move Charges			\$ 413.00					19.2%	19.2%	Grandfathered

Where the tariff and the tariff control on various items, use USOC or refer price, 7680 to the tariff.

For rates that are cross-referenced in the tariff, see individual tariff section.

000094

000095

[illegible]

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff One (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non- Recurring	Par Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2											
2288	36 MONTHS	91R+R	\$ 15.00						19.2%	19.2%	Grandfathered
2289	60 MONTHS	91R+R	\$ 7.00						19.2%	19.2%	Grandfathered
2290	84 MONTHS	91R+R	\$ 6.00						19.2%	19.2%	Grandfathered
2291	120 MONTHS	91R+R	\$ 5.00						19.2%	19.2%	Grandfathered
2292	VARIABLE MONTHLY RATE	91R+R	\$ 8.20						19.2%	19.2%	Grandfathered
2293	Installation/Move Charges			\$ 360.00					19.2%	19.2%	Grandfathered
2294	Svc & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2295	PLANT Attendant Position - 30 button 911 Feature	91R+R							19.2%	19.2%	Grandfathered
2296	Rotary Dial - ONE MONTH	91R+R	\$ 695.05						19.2%	19.2%	Grandfathered
2297	36 MONTHS	91R+R	\$ 22.50						19.2%	19.2%	Grandfathered
2298	60 MONTHS	91R+R	\$ 14.50						19.2%	19.2%	Grandfathered
2299	84 MONTHS	91R+R	\$ 11.50						19.2%	19.2%	Grandfathered
2300	120 MONTHS	91R+R	\$ 9.05						19.2%	19.2%	Grandfathered
2301	VARIABLE MONTHLY RATE	91R+R	\$ 8.20						19.2%	19.2%	Grandfathered
2302	Installation/Move Charges			\$ 360.00					19.2%	19.2%	Grandfathered
2303	Svc & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2304	PLANT Attendant Position - 30 button 911 Feature	91R+T							19.2%	19.2%	Grandfathered
2305	Touch Tone - ONE MONTH	91R+T	\$ 671.75						19.2%	19.2%	Grandfathered
2306	36 MONTHS	91R+T	\$ 22.10						19.2%	19.2%	Grandfathered
2307	60 MONTHS	91R+T	\$ 14.40						19.2%	19.2%	Grandfathered
2308	84 MONTHS	91R+T	\$ 11.10						19.2%	19.2%	Grandfathered
2309	120 MONTHS	91R+T	\$ 8.75						19.2%	19.2%	Grandfathered
2310	VARIABLE MONTHLY RATE	91R+T	\$ 8.20						19.2%	19.2%	Grandfathered
2311	Installation/Move Charges			\$ 360.00					19.2%	19.2%	Grandfathered
2312	Svc & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2313	PLANT Line Termination								19.2%	19.2%	Grandfathered
2314	Incoming 911 Line each - ONE MONTH	98H	\$ 25.00						19.2%	19.2%	Grandfathered
2315	36 MONTHS	98H	\$ 1.00						19.2%	19.2%	Grandfathered
2316	60 MONTHS	98H	\$ 0.75						19.2%	19.2%	Grandfathered
2317	84 MONTHS	98H	\$ 0.50						19.2%	19.2%	Grandfathered
2318	120 MONTHS	98H	\$ 0.40						19.2%	19.2%	Grandfathered
2319	VARIABLE MONTHLY RATE	98H	\$ 2.70						19.2%	19.2%	Grandfathered
2320	Installation/Move Charges			\$ 25.00					19.2%	19.2%	Grandfathered
2321	Svc & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2322	PLAN 1 Incoming 911 Line each - ONE MONTH	98H	\$ 31.25						19.2%	19.2%	Grandfathered
2323	36 MONTHS	98H	\$ 1.25						19.2%	19.2%	Grandfathered
2324	60 MONTHS	98H	\$ 0.95						19.2%	19.2%	Grandfathered
2325	84 MONTHS	98H	\$ 0.85						19.2%	19.2%	Grandfathered
2326	120 MONTHS	98H	\$ 0.50						19.2%	19.2%	Grandfathered
2327	VARIABLE MONTHLY RATE	98H	\$ 2.70						19.2%	19.2%	Grandfathered
2328	Installation/Move Charges			\$ 33.25					19.2%	19.2%	Grandfathered
2329	Svc & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2330	PLAN 1 2-way manual tie line								19.2%	19.2%	Grandfathered
2331	transfer circuit - ONE MONTH	98J	\$ 185.00						19.2%	19.2%	Grandfathered
2332	36 MONTHS	98J	\$ 6.00						19.2%	19.2%	Grandfathered
2333	60 MONTHS	98J	\$ 4.00						19.2%	19.2%	Grandfathered
2334	84 MONTHS	98J	\$ 3.00						19.2%	19.2%	Grandfathered
2335	120 MONTHS	98J	\$ 2.50						19.2%	19.2%	Grandfathered
2336	VARIABLE MONTHLY RATE	98J	\$ 2.80						19.2%	19.2%	Grandfathered
2337	Installation/Move Charges			\$ 35.00					19.2%	19.2%	Grandfathered
2338	Svc & Equipment			\$ 6.25					19.2%	19.2%	Grandfathered
2339	PLAN 1 2-way manual tie line								19.2%	19.2%	Grandfathered
2340	transfer circuit - ONE MONTH	98J	\$ 312.90						19.2%	19.2%	Grandfathered
2341	36 MONTHS	98J	\$ 10.30						19.2%	19.2%	Grandfathered

Where the tariff name or number is shown in the tariff, see individual tariff section.

For rates that are cross-referenced in the tariff, see individual tariff section.

000096

2411037

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SERVICES/PRICING

A	B	C	D	E	F	G	H	I	J	K	L	M
SWBT Service Name	SWBT Tariff Code (Name, Sec. Part)	USOC	SWBT Rate Plan	Monthly Recurring Price	Service Charge/Non-Recuring	Per Use Charge	Minute Charge	Message Charge	Message Charge	Recurring	Non-Recuring	Comments
SWBT MISSOURI												
SWBT Service Name												
4000 Prohibit Feature/Cent. Off Equip. per line												
4001 Variable Monthly Rate												
4002 Installation/Move Charges												
4003 Svc & Equipment												
4004 PLAN 1 Optional Features												
4005 PLAN 1 Optional Features												
4006 Switchhook Status each 911 line - ONE MONTH												
4007 Switchhook Status each 911 line - 36 MONTHS												
4008 Switchhook Status each 911 line - 60 MONTHS												
4009 Switchhook Status each 911 line - 120 MONTHS												
4010 Variable Monthly Rate												
4011 Installation/Move Charges												
4012 Svc & Equipment												
4013 PLAN 1 Switchhook Status each 911 line - ONE MONTH												
4014 PLAN 1 Switchhook Status each 911 line - 36 MONTHS												
4015 PLAN 1 Switchhook Status each 911 line - 60 MONTHS												
4016 PLAN 1 Switchhook Status each 911 line - 120 MONTHS												
4017 Variable Monthly Rate												
4018 Installation/Move Charges												
4019 Svc & Equipment												
4020 PLAN 1 Central Off Equip. per line												
4021 Installation/Move Charges												
4022 Svc & Equipment												
4023 PLAN 1 Emergency Power max of 3 per system each												
4024 PLAN 1 Emergency Power max of 3 per system each												
4025 PLAN 1 Emergency Power max of 3 per system each												
4026 PLAN 1 Emergency Power max of 3 per system each												
4027 Variable Monthly Rate												
4028 Installation/Move Charges												
4029 Svc & Equipment												
4030 PLAN 1 Emergency Power max of 3 per system each												
4031 PLAN 1 Emergency Power max of 3 per system each												
4032 PLAN 1 Emergency Power max of 3 per system each												
4033 PLAN 1 Emergency Power max of 3 per system each												
4034 Variable Monthly Rate												
4035 Installation/Move Charges												
4036 Svc & Equipment												
4037 Variable Monthly Rate												
4038 Installation/Move Charges												
4039 Svc & Equipment												
4040 PLAN 1 Key Telephone System												
4041 PLAN 1 Key Telephone System												
4042 PLAN 1 Key Telephone System												
4043 PLAN 1 Key Telephone System												
4044 Variable Monthly Rate												
4045 Installation/Move Charges												
4046 Svc & Equipment												
4047 Variable Monthly Rate												
4048 Installation/Move Charges												
4049 Svc & Equipment												
4050 Variable Monthly Rate												
4051 Installation/Move Charges												
4052 Svc & Equipment												
4053 Variable Monthly Rate												
4054 Installation/Move Charges												
4055 Svc & Equipment												

000009

000099

EXHIBIT A - LIST OF SWBT'S TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

SWBT/ALLEGIANCE TELECOM, INC.

A	B	C	E	F	G	H	I	J	K	L	M
SWBT MISSOURI	Missouri Tariff City Name, State, Postal	USOC	SWBT Retail Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Message Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1											
2	SWBT Service Name										
2512	Call Transfer - Add. unit for next four 2 way line for each common equip. unit	98W	\$ 8.20	\$ 40.75					19.2%	Grandfathered	
2513	Installation/Move Charges	GE 13.19.4.E.5		\$ 6.25					19.2%	Grandfathered	
2514	Svc & Equipment								19.2%	Grandfathered	
2515	Playback feature, Cent. Off. Equip. per line	91S		\$ 160.00					19.2%	Grandfathered	
2516	Installation/Move Charges	GE 13.19.4.E.5		\$ 6.25					19.2%	Grandfathered	
2517	Svc & Equipment		\$ 5.65						19.2%	Grandfathered	
2518	Playback feature, Cent. Off. Equip. per line	91S		\$ 160.00					19.2%	Grandfathered	
2519	Installation/Move Charges	GE 13.19.4.E.5		\$ 6.25					19.2%	Grandfathered	
2520	Svc & Equipment								19.2%	Grandfathered	
2521	Optional Features - Switchhook Status	91Z		\$ 25.00					19.2%	Grandfathered	
2522	Installation/Move Charges	GE 13.19.4.E.7		\$ 6.25					19.2%	Grandfathered	
2523	Svc & Equipment		\$ 4.10						19.2%	Grandfathered	
2524	Optional Features - Switchhook Status	91Z		\$ 35.75					19.2%	Grandfathered	
2525	Installation/Move Charges	GE 13.19.4.E.7		\$ 6.25					19.2%	Grandfathered	
2526	Svc & Equipment								19.2%	Grandfathered	
2527	Optional Features - Switchhook Status - Central Office Equip. per line	91Z		\$ 60.00					19.2%	Grandfathered	
2528	Installation/Move Charges	GE 13.19.4.E.7		\$ 6.25					19.2%	Grandfathered	
2529	Svc & Equipment								19.2%	Grandfathered	
2530	Optional Features - Switchhook Status, Emergency Power, max 3 per system	98R		\$ 155.00					19.2%	Grandfathered	
2531	Installation/Move Charges	GE 13.19.4.E.7		\$ 6.25					19.2%	Grandfathered	
2532	Svc & Equipment		\$ 52.70						19.2%	Grandfathered	
2533	Optional Features - Switchhook Status, Emergency Power, max 3 per system	98R		\$ 155.00					19.2%	Grandfathered	
2534	Installation/Move Charges	GE 13.26.2		\$ 6.25					19.2%	Grandfathered	
2535	Svc & Equipment		\$ 10.00						19.2%	Grandfathered	
2536	Hotline	HLA		\$ 50.00					19.2%	Grandfathered	
2537	Service & Equipment Charge			\$ 5.00					19.2%	Grandfathered	
2538	Warmline	WLS		\$ 50.00					19.2%	Grandfathered	
2540	Service & Equipment Charge		\$ 10.00						19.2%	Grandfathered	
2542	Customer Alerting Enablement	AMS		\$ 7.75					19.2%	Grandfathered	
2544	Residence	AMS		\$ 14.50					19.2%	Grandfathered	
2545	Business	AMS							19.2%	Grandfathered	
2546	Service Loop Facility Modification (SLFM)	VDH		\$ 23.50					19.2%	Grandfathered	
2548	Per Facility Modified Installation Charge	VDH	\$ 4.00						19.2%	Grandfathered	
2549	Per Data Channel Derived			\$ 15.00					19.2%	Grandfathered	
2550	Installation Charge								19.2%	Grandfathered	
2552	Preferred Number Service	P6N1X	\$ 3.95						19.2%	Grandfathered	
2553	PNS - without unique ring	P6N1X	\$ 3.95						19.2%	Grandfathered	
2554	PNS - without unique ring	P6N1X	\$ 3.95						19.2%	Grandfathered	
2555	PNS - without unique ring	P6N1X	\$ 3.95						19.2%	Grandfathered	
2556	PNS - without unique ring	P6N1X	\$ 3.95						19.2%	Grandfathered	
2557	Installation Charge								19.2%	Grandfathered	
2558	PNS - with unique ring	P6N1X	\$ 4.95						19.2%	Grandfathered	
2559	PNS - with unique ring	P6N1X	\$ 4.95						19.2%	Grandfathered	
2560	PNS - with unique ring	P6N1X	\$ 4.95						19.2%	Grandfathered	
2561	PNS - with unique ring	P6N1X	\$ 4.95						19.2%	Grandfathered	

000100