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March 12, 1998

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65101

Re: Case Number TO-98-115

FILED
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MISSOURI
PUBLIC SERVICE COMMISSION

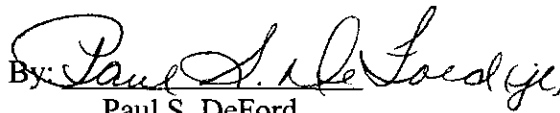
Dear Judge Roberts:

Attached for filing with the Commission is an original and ten (10) copies of a "marked-up" version of the Missouri Interconnection Agreement between Southwestern Bell Telephone Company and AT&T Communications of the Southwest, Inc. ("AT&T") that was filed on March 4, 1998. This version of the Interconnection Agreement shows changes between the parties' Agreement filed on October 10, 1997 and the March 4, 1998 Agreement. The previous editorial notations, such as [R] for indicating removed text, are shown as deleted from the March 4, 1998 Agreement by the use of a strike-through. Similarly, all text which was deleted from the October 10, 1997 Agreement is shown in bold with a strike-through, and all new text is shown in bold and italics. Whether new text was arbitrated or negotiated is shown by either an [A] or [N], as appropriate, at the end of the relevant text.

The purpose of this filing is to assist the Commission and Staff in their review of the March 4, 1998 Agreement, primarily by making it easier to identify the relevant text and that text's associated standard of review. We hope that you will find this document helpful.

Very truly yours,

LATHROP & GAGE, L.C.

By: 
Paul S. DeFord

Cc: Office of Public Counsel
General Counsel
Southwestern Bell Telephone Company

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MAR 12 1998
MISSOURI
PUBLIC SERVICE COMMISSION

INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

AT&T Communications of the Southwest, Inc.

INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

AT&T Communications of the Southwest, Inc.

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SOUTHWESTERN BELL TELEPHONE COMPANY
AND
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

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ATTACHMENTS

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

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Unbundled Network Elements

- Attachment 6: Unbundled Network Elements (UNE)
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- Attachment 7: Ordering and Provisioning-UNE
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Network Interconnection Architecture and Compensation

- Attachment 11: Network Interconnection Architecture
 - Appendix Interconnection Trunking Requirement (ITR)
 - Appendix Network Interconnection Methods (NIM)
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- Attachment 12: Compensation
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Ancillary Functions

- Attachment 13: Ancillary Functions
 - Appendix Collocation
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Other Requirements

- Attachment 14: Interim Number Portability
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- Attachment 16: Network Security and Law Enforcement
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- Attachment 22: DA-Facilities Based
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- Attachment 24: Recording-Facilities Based



INTERCONNECTION AGREEMENT - MISSOURI

This Interconnection Agreement - Missouri (Agreement) is between AT&T Communications of the Southwest Inc. a Delaware Corporation, having an office at 5501 LBJ Freeway, Dallas, Texas 75240, 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.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement AT&T 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 AT&T. This Agreement also sets forth the terms and conditions for the interconnection of AT&T'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 ~~[R]~~ to other Network Elements, Combinations or Resale services provided by SWBT or to any network components provided by AT&T itself or by any other vendor. Subject to the requirements of this Agreement, AT&T 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 AT&T, any Network Element, Combination, or Ancillary Functions offered to AT&T hereunder. During the term of this Agreement, SWBT will not discontinue any Resale services or features offered to AT&T 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

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[N] Negotiation

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discontinuance of the offerings of Network Elements, Combinations, or Ancillary Functions made by SWBT to AT&T as set forth in and 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 ~~60~~ 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 ~~[R]~~ *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. [N]*

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[N] Negotiation

3/12/98

- 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 after a three (3) year initial term 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, AT&T'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 AT&T 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 AT&T and must be continued without interruption. When AT&T provides or retains another vendor to provide such comparable Network Elements, Combinations, Ancillary Functions or Resale services, SWBT and AT&T agree to co-operate in an orderly and efficient transition to AT&T or another vendor. SWBT and AT&T further agree to coordinate the orderly transition to AT&T 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 AT&T 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 (also see the Confidentiality Agreement between the Parties dated April 1, 1996) 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 AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of AT&T'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 AT&T to SWBT or otherwise acquired by SWBT in the course of the performance of this Agreement, will be deemed Confidential Information of AT&T 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 ~~The Parties' Each party's~~ liability to ~~each the other~~ ~~during any Contract Year~~ resulting from any and all causes, other than as specified below in Sections 7.3.1 ~~[R]~~ and 7.3.3, ~~following~~, and other than for willful ~~or intentional~~ misconduct (*including gross negligence*), will not exceed the total of any amounts due and owing to AT&T pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to AT&T by SWBT under this Agreement ~~[I]~~ 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. ~~during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.~~ [A]
- 7.1.2 ~~[I] Except for losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct or omission of both Parties, In the case of any loss alleged or suffered by a third party, each Party shall bear, and its obligation under this section to the other Party shall be limited to that portion (as mutually agreed to by the Parties) of the loss resulting expense caused by its own negligence or will conduct (including intentional misconduct or gross negligence omission) or that of its agents, servants, contractors, or others acting in aid or concert with it.~~ ~~[I]~~ [A]

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7.2 No Consequential Damages

- 7.2.1 NEITHER AT&T 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 AT&T'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 AT&T'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 Indemnatee) 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.

- ~~7.3.1.1 [I] In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the intentional or willful misconduct of the other (Indemnified) Party. [I]~~
- 7.3.2 ~~[R]~~ *If required, AT&T 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 AT&T. 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 AT&T, 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 AT&T is unable to obtain such license or agreement. [A]*
- 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 AT&T'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 AT&T's rights to interconnect with SWBT's network and to Unbundled Network Elements and/or combine SWBT's network elements (including combining with AT&T's Network Elements) such interconnection or unbundling and/or combining of Elements (including combining with components of AT&T'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

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agreements, if any, between the Parties with respect to AT&T's intellectual property or contract rights.

~~7.3.5 [R]~~

7.4 Obligation to Defend; Notice; Cooperation

- 7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnatee, 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 Indemnatee 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 Indemnatee 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 Indemnatee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnatee, and the relevant Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee and also will be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee 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 AT&T, 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 AT&T's activities concerning Collocated

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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 AT&T'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 AT&T harmless for any judgments, citations, fines or other penalties which are assessed against AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 ~~[R]~~ 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. [A]*
- 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.

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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 AT&T

- 10.1 Failure of AT&T to pay charges may be grounds for termination of this Agreement. If AT&T 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 AT&T in writing that in order to avoid having service disconnected, AT&T 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 AT&T 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 AT&T, 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, AT&T's service will be disconnected and AT&T's end users may be switched to SWBT local service. SWBT will also suspend order acceptance at this time.
- 10.3 If any AT&T charges remain unpaid or undisputed thirty (30) calendar days past the due date of the unpaid charges as described in Section 10.2 above, AT&T 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 AT&T 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 AT&T charges remain unpaid or undisputed forty-five (45) calendar days past the due date, SWBT will disconnect AT&T and transfer all AT&T'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 AT&T at the time of service. These end users will receive the same services provided through AT&T 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 AT&T to SWBT will be assessed to AT&T.
- 10.5 Within five (5) calendar days of the transfer (50 calendar days past AT&T's due date), SWBT will notify all affected end users that because of AT&T'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 AT&T upon failure to pay undisputed charges as provided in this section, and will have no liability to AT&T in the event of such disconnection.
- 10.7 After disconnect procedures have begun, SWBT will not accept service orders from AT&T 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 AT&T 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 AT&T:

Vice President - Southwest Local Services Organization
AT&T
5501 LBJ Freeway, Suite 800
Dallas, Texas 75240
972-778-2215 (FAX); 972-778-2595 (voice contact)

11.3 If to SWBT:

Vice President -General Manager
(Special Markets)
Southwestern Bell Telephone Company
Suite 3705
One Bell Plaza
Dallas, TX 75202
214/464-0510 (FAX) ; 214/464-3111 (voice contact)

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: Executive Director - Tax
 Southwestern Bell - Room 34/L/1
 One Bell Center
 St. Louis, Missouri 63101

To AT&T: Tax - Vice President
State and Local Taxes
AT&T Corporation
Room G101
412 Mt. Kemble Ave.
Morristown, NJ 07962

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.

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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. ~~[R]~~ *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 AT&T 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. [A]*
- 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

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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 ~~[P]~~ *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. [A]*

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.

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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. AT&T 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 AT&T Customers contemplated by this Agreement. AT&T will reasonably cooperate with SWBT in obtaining and maintaining any required approvals for which SWBT is responsible, and SWBT will reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T 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 AT&T's rights or SWBT's obligations to AT&T 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 AT&T under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair AT&T'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 AT&T 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 AT&T 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 AT&T 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, AT&T may require that audits or examinations be performed if: (1) AT&T 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 AT&T 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 AT&T'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 AT&T 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 AT&T 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 AT&T 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 AT&T will not send to SWBT local traffic that is destined for the network of a third party unless AT&T has the authority to exchange traffic with that third party.

38.0 Governmental Compliance

- 38.1 AT&T 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. AT&T 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 AT&T will in no event be liable to SWBT for any costs whatsoever resulting from the presence or Release of any Environmental Hazard ~~that [R] which AT&T did not introduce to, or knowingly use,~~ the affected Work Location. SWBT will indemnify, defend (at AT&T's request) and hold harmless AT&T, 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) any Environmental Hazard that SWBT, its contractors or agents introduce to the Work locations or (ii) the presence or Release of any Environmental Hazard for which SWBT is responsible under applicable law. ~~[R] SWBT's obligation to indemnify will be commensurate with the degree to which SWBT or its agents caused or contributed to the loss, damages, claims, demands, suits, liabilities, fines, penalties and expenses.~~ [A]
- 39.2 SWBT will in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that ~~[R] SWBT did not introduce to,~~

or knowingly use at, the affected Work Location. AT&T will indemnify, defend (at SWBT's request) and hold harmless SWBT, 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) any Environmental Hazard that AT&T, its contractors or agents introduce to the Work Locations or ii) the presence or Release of any Environmental Hazard for which AT&T is responsible under applicable law. ~~[R]~~ *AT&T's obligation to indemnify will be commensurate with the degree to which AT&T or its agents caused or contributed to the loss, damages, claims, demands, suits, liabilities, fines, penalties and expenses.* [A]

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, AT&T 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, AT&T 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 AT&T

- 46.1 For the purposes of establishing service and providing efficient and consolidated billing to AT&T, AT&T 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 AT&T Customers experience the same dialing parity as similarly-situated customers of SWBT services, such that, for all call types: (i) an AT&T 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 AT&T Customer is at least equal in quality to that experienced by a similarly-situated SWBT customer; and (iii) the AT&T 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 AT&T 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 AT&T'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 AT&T such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, AT&T 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. [N]*

~~52.1 [R]~~

~~52.2 [R]~~

~~52.3 [R]~~

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

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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 AT&T, 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 AT&T 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 AT&T and pursuant to the requirements of the Act, SWBT will offer in the geographic area where SWBT is the incumbent LEC Network Elements to AT&T 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 AT&T, SWBT agrees to provide to AT&T 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 AT&T, SWBT agrees to provide to AT&T 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 AT&T'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 AT&T as set forth in Attachment 13: Ancillary Functions.

~~60.0 Implementation Schedule~~

~~60.1 [R]~~

60.0 Intentionally left blank **Conforming Amendments**

~~60.1 Any Sections of this Agreement will be amended if amendment is required to conform to the Commission's orders in AT&T's Second Compulsory Arbitration Request, Case No. TO-98-115; in so doing neither Party waives whatever rights it may have to appeal or otherwise contest said orders.~~

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 (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

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Other Requirements

- Attachment 14: Interim 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

Sign and Print Name: Date

Position/Title
**AT&T Communications
of the Southwest, Inc.**

Position/Title
**Southwestern Bell Telephone
Company**

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ATTACHMENT 1: RESALE

All services made available to AT&T 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 AT&T, 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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
- 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 AT&T resells Shared Tenant Service, AT&T 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 AT&T 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 AT&T 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 AT&T may at any time add or delete features to or relocate the Resale services for AT&T's customers except for grandfathered services. However, AT&T 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 AT&T 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 AT&T is free to brand the Resale services that SWBT provides to AT&T under the provisions of this Agreement. SWBT will not brand such Resale services provided to AT&T 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 AT&T customers, AT&T may request SWBT to rebrand such services as AT&T services or to offer them without a brand. SWBT will review such requests in a timely manner and provide a cost estimate. AT&T 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 AT&T's needs. AT&T 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 AT&T for a reasonable portion of its costs.

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- 2.2 AT&T will provide the exclusive interface to AT&T Customers in connection with the marketing, offering or provision of AT&T services, except as otherwise provided in this Agreement. In those instances where SWBT personnel interface directly with AT&T customers in respect to installation, maintenance and repair services in connection with providing Resale services to AT&T, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of AT&T.
- 2.3 "AT&T branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with AT&T's customers, will be furnished to SWBT by and at the sole expense of AT&T. SWBT will not rebrand its vehicles and personnel. Other provisions regarding branding of written materials provided by SWBT to AT&T's customers are set forth in Attachments 2 and 3. AT&T will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "AT&T branded" materials via a toll free telephone number provided by AT&T, for delivery to an address specified by SWBT or the technician.
- 2.4 AT&T 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 AT&T, SWBT will charge AT&T a customer change charge of \$5.00.
- 3.2 If an AT&T end user customer adds features or services when the end user customer changes their resold local service from SWBT or another LSP to AT&T, SWBT will charge AT&T the customer change charge and any applicable wholesale non-recurring charges for the features and services added.
- 3.3 ~~*Upon an end user's subscription to AT&T local Resale service, SWBT will promptly remove from the LIDB any SWBT assigned telephone line-based calling card number (TLN) applicable to that end user. If an AT&T end user customer changes their resold local service from SWBT or another LSP to AT&T, SWBT will charge AT&T 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. [N]*~~

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4.0 Pricing

- 4.1 The prices charged or discounts applied to AT&T 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 AT&T 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., AT&T may not elect the promotional rate.)

5.0 Resale Qualifications

- 5.1 AT&T 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. AT&T 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 AT&T resells services that require certification on the part of the buyer, AT&T 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 AT&T for its own use.
- 5.3 AT&T 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 AT&T 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 AT&T by SWBT under this Agreement: (i) an AT&T 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 AT&T Customer will be at least equal in quality to that received by a similarly situated SWBT customer; and (iii) the AT&T Customer may

retain its local telephone number provided the customer remains within the same wire center. End users of AT&T 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 AT&T will not offer any such new Resale product or service before SWBT is permitted to offer the service. SWBT will incur no liability to AT&T 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 AT&T 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 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 AT&T for Resale services provided by SWBT to AT&T 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 AT&T as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to AT&T. AT&T 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 AT&T 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 AT&T 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 AT&T may use two methods to access the RAF: Direct Connection (56Kbs~1.54Mbps trunk) Port or Dial Up (28Kbs modem) Port. For Direct Connections, AT&T 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 AT&T to provide its own modems and connection to the SWBT RAF. AT&T 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 AT&T at AT&T'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 AT&T will use Transmission Control Protocol/Internet Protocol (TCP/IP) to access SWBT OSSs via the RAF. In addition, AT&T 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 AT&T, other than for Datagate, will be required. Existing AT&T user-ids will be utilized to access Datagate. AT&T will provide periodic estimates, as mutually agreed to by the Parties, regarding the AT&T volume of transaction, number of concurrent users, desired number of Direct and Dial Up connections, and length of a typical session.

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- 12.4 AT&T and SWBT will participate in implementation meetings to discuss AT&T RAF access plans and schedule testing of AT&T Direct and Dial Up connections. SWBT will make a help desk function available to assist AT&T 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 AT&T 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 AT&T will mutually agree on the schedule for such testing.
- 13.3 At AT&T's request, SWBT will provide to AT&T any results of the testing performed pursuant to the terms of this Agreement. AT&T 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 AT&T whenever it is deemed necessary by AT&T to ensure service performance, reliability and customer serviceability.

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APPENDIX SERVICES/PRICING

- 1.0 This Appendix Services/Pricing describes several services which SWBT will make available to AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T may aggregate multiple AT&T Customers on dedicated access facilities. AT&T will pay the rates for DS-1 termination set forth herein for such service.
- 2.2 AT&T may be required to pay a charge, for the cost of suppressing the need for AT&T Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 2.3 AT&T may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to AT&T Resale service customers having locations outside of the geographic territory in which SWBT provides local exchange service as the incumbent LEC.
- 2.4 AT&T 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 AT&T 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 AT&T the same price SWBT provides to its Customers less avoided costs, if any. In addition, SWBT will provide AT&T with the same technical and system design support that SWBT makes available to SWBT's PLEXAR

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Custom sales teams and agents. Such support will be provided by SWBT to AT&T with the same quality and timelines that SWBT provides to SWBT's PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support will be provided to AT&T by SWBT at a reasonable price, mutually acceptable to SWBT and AT&T.

3.0 CLASS and Custom Features Requirements

- 3.1 AT&T 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. AT&T may package any services so purchased for purposes of resale to its customers. SWBT will provide to AT&T a list of all services and features. As requested by AT&T, 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 AT&T, SWBT will confirm such customers' eligibility to participate in such SWBT programs to AT&T, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. AT&T 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 AT&T's customers with resold lines the ability to make 911 calls. AT&T will pay the appropriate PSAP applicable 911 surcharges (as defined by the appropriate Oversight Body) on resold lines. Where requested by SWBT, AT&T 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 AT&T, for AT&T Customers, E911/911 call routing to the appropriate PSAP. SWBT will make AT&T 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 AT&T Customer

service information in the ALI/DMS (Automatic Location Identification/Location Information Database) used to support E911/911 services.

6.0 Services to Disabled Customers

- 6.1 SWBT agrees any services it offers to disabled customers will be made available to AT&T 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 AT&T, SWBT will make all information regarding such customer's eligibility for disabled services available to AT&T, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. AT&T 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 AT&T at no additional charge, for use by AT&T 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 AT&T as it pertains to AT&T Resale service customers.
- 7.2 Notwithstanding the provisions of Section 12.1 of the General Terms and Conditions portion of this Agreement, AT&T 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. AT&T 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 AT&T fulfills its agreements as set forth in this Section, SWBT will not apply the surcharge to AT&T 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 AT&T for customers who meet such eligibility requirements.

- 8.2 When a SWBT Lifeline Services customer chooses to obtain Resale service from AT&T, SWBT will confirm such SWBT customer's Lifeline Service eligibility to AT&T, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. AT&T is responsible for ensuring that its customers to whom it resells SWBT's Lifeline Services are eligible to receive the same.

9.0 Advanced Intelligent Network

- 9.1 AT&T 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 AT&T will be provided by SWBT at parity with the same services SWBT offers to its own customers.
- 9.3 AT&T 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 AT&T 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 AT&T may purchase COPTS and SmartCoin service for purposes of Resale to payphone services providers. SWBT will provide to AT&T 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 AT&T 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 AT&T to establish a mutually agreeable solution of such ruling.
- 10.6 With COPTS and SmartCoin services, SWBT will provide AT&T through SWBT's applicable tariffs all appropriate screening functions and features to minimize fraud potential.
- 10.7 SWBT will provide AT&T under tariff all appropriate functions and features offered to SWBT's customers to allow AT&T 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 AT&T under tariff all options related to COPTS and SmartCoin it provides to SWBT's own subscribers of such services.

~~10.9 [R]~~

11.0 Call Trace

- 11.1 AT&T end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC). SWBT shall notify AT&T of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with AT&T's end users (whether that end user is the victim or the suspect) will be coordinated through AT&T.
- 11.2 AT&T 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 AT&T's responsibility to provide additional information necessary for any police investigation. AT&T 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 AT&T for resale to AT&T's end users Customer Initiated Suspension and Restoral Service. SWBT will also offer to AT&T a Company Initiated Suspension service for AT&T's own purposes at the SWBT retail tariff rate. Should AT&T choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If AT&T issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed

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for the suspension period. However, should AT&T issue a disconnect after the fifteen (15) day suspension period, AT&T will be responsible for all appropriate charges on the account back to the suspension date. Should AT&T restore their end user, restoral charges will apply and AT&T 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 AT&T 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.

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 AT&T for resale. AT&T 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 AT&T 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

~~The following OSS charges are interim in nature from the effective date of this agreement [R] in Case nos. TO-97-40; TO-97-67. [N]~~

- | | | |
|--------|--------------------------------|-------------------------------|
| 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 |

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EXHIBIT A



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 Retail Price	Monthly Recurring	Service Charge/Non-Recurring	Pay Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non-Recurring		
1	SWBT MISSOURI													
2	GENERAL EXCHANGE TARIFF													
3	SWBT Service Name	Missouri Tariff (See Name, Sect. Para)	USOC											
4	REG. NO. 10, 35													
5	ANNOUNCEMENT DISTRIBUTION SERVICES													
6	Public Announcement Distrib. Svc.													
7	Facilities Delivery													
8	Announcement Facilities													
9	Network Traffic Load Protection	GE 1.4.1(A)	78A	Y	4.50	Y	31.00				19.2%	19.2%		Anti-Ind Bus Line Plan See Local Exchange, Svc. dng-Sec Ind Bus Plan & equip dng NRC = 25.50 and Svc dng = 5.50
10	Usage Rates	GE 1.4.1(B)	VEB								19.2%	19.2%		Per hour applicable to existing customers
11	First 1,000 hours per month	GE 1.4.1(B)						0.98			19.2%	19.2%		Per hour applicable to existing customers
12	Next 9,000 hours per month	GE 1.4.1(B)						0.34			19.2%	19.2%		Per hour applicable to existing customers
13	Over 10,000 hours per month	GE 1.4.1(B)						0.24			19.2%	19.2%		Per hour applicable to existing customers
14	Dedicated Substation Distribution Network													
15	First 1,000 hours per month	GE 1.4.2(B)						0.66			19.2%	19.2%		Per hour applicable to existing customers
16	Next 9,000 hours per month	GE 1.4.2(B)						0.34			19.2%	19.2%		Per hour applicable to existing customers
17	Over 10,000 hours per month	GE 1.4.2(B)						0.24			19.2%	19.2%		Per hour applicable to existing customers
18														
19														
20														
21	OSGOLITE CENTRAL SERVICE	GE 2									19.2%	19.2%		Termination Charge \$6.700
22	OSGOLITE Central Service Unit										19.2%	19.2%		Each 30 stations
23	Central Unit										19.2%	19.2%		Termination Charge \$12.250
24	Primary Location Central Station	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
25	30 station min. at each primary and secondary location	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
26	Main Station On Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
27	Main Station On Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
28	Main Station On Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
29	Restricted Main Station On Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
30	Restricted Main Station On Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
31	Main Station Off Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
32	Main Station Off Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
33	Main Station Off Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
34	Restricted Main Station Off Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
35	Restricted Main Station Off Prem	GE 2.4.1(A)	RJR		10.80						19.2%	19.2%		Each 30 stations
36	SALE Charge, per system													
37	Minimum charge, per system													
38	Secondary Location Central Station (Same CO)	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
39	30 station min. at each primary and secondary location	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
40	Main Station On Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
41	Main Station On Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
42	Main Station On Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
43	Restricted Main Station On Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
44	Restricted Main Station On Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
45	Restricted Main Station On Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
46	Main Station Off Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
47	Main Station Off Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
48	Restricted Main Station Off Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
49	Restricted Main Station Off Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
50	Restricted Main Station Off Prem	GE 2.4.1(B.1)	RJR		10.80						19.2%	19.2%		Each 30 stations
51	SALE Charge, per system													
52	Minimum charge, per system													
53	Secondary Location (Congruous CO)													
54	30 station min. at each primary and secondary location													
55	Main Station On Prem													
56	Main Station On Prem													

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

APPENDIX - SERVICES / PRICING

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Missouri	Missouri Tariff	USOC	SWBT Retail Price	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount		
3	SWBT Service Name	Cite (Name, Sect, Para)		Monthly Recurring						Recurring	Non-Recurring	Comments
57	- Main Station On Prem	GE 2.4.1.B.2	RX2	\$ 13.50						19.2%	19.2%	
58			RFNAA	\$ 17.25						19.2%	19.2%	Grandfathered Each 30 stations
59	- Restricted Main Station On Prem		RX5	\$ 24.65						19.2%	19.2%	Grandfathered
60	- Restricted Main Station On Prem		RUV	\$ 24.65						19.2%	19.2%	Grandfathered
61	- Main Station Off Prem		RX3	\$ 6.45						19.2%	19.2%	Grandfathered
62	- Main Station Off Prem		RX4	\$ 6.45						19.2%	19.2%	Grandfathered
63			RFNAB	\$ 6.75						19.2%	19.2%	Grandfathered
64	- Restricted Main Station Off Prem		RX6	\$ 6.65						19.2%	19.2%	Grandfathered
65	- Restricted Main Station Off Prem		RVW	\$ 6.65						19.2%	19.2%	Grandfathered
66	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
67	Minimum charge, per system									19.2%	19.2%	
68										19.2%	19.2%	
69	Secondary Location (non-contiguous CO)									19.2%	19.2%	
70	- 30 station min. at each primary and secondary location									19.2%	19.2%	
71	- Main Station On Prem	GE 2.4.1.B.3	RXR	\$ 10.80						19.2%	19.2%	Grandfathered Termination Charge \$14,900
72	- Main Station On Prem	GE 2.4.1.B.3	RX2	\$ 10.80						19.2%	19.2%	Grandfathered
73			RFNAA	\$ 17.25						19.2%	19.2%	Grandfathered Each 30 stations
74	- Restricted Main Station On Prem		RX5	\$ 24.65						19.2%	19.2%	Grandfathered Req. 1
75	- Restricted Main Station On Prem		RUV	\$ 24.65						19.2%	19.2%	Grandfathered
76	- Main Station Off Prem		RX3	\$ 5.95						19.2%	19.2%	Grandfathered
77	- Main Station Off Prem		RX4	\$ 5.95						19.2%	19.2%	Grandfathered
78			RFNAB	\$ 6.75						19.2%	19.2%	Grandfathered
79	- Restricted Main Station Off Prem		RX6	\$ 6.65						19.2%	19.2%	Grandfathered
80	- Restricted Main Station Off Prem		RVW	\$ 6.65						19.2%	19.2%	Grandfathered
81	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
82	- Station Additive		1LVFS	\$ 4.00					\$ 0.80	19.2%	19.2%	Grandfathered
83	Minimum Charge, per system									19.2%	19.2%	
84										19.2%	19.2%	
85	Centrex III									19.2%	19.2%	
86	Primary Location									19.2%	19.2%	
87	- 30 station min. at each primary and secondary location									19.2%	19.2%	
88	- Main Station On Prem	GE 2.4.2.A.1	111NF	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$9,700
89			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
90	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered
91	- Main Station Off Prem		111NF	\$ 6.25						19.2%	19.2%	Grandfathered
92			DPS	\$ 0.55						19.2%	19.2%	Grandfathered
93	- Restricted Main Station Off Prem		DPR	\$ 6.40						19.2%	19.2%	Grandfathered
94	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
95	Minimum Charge, per system									19.2%	19.2%	
96										19.2%	19.2%	
97	Secondary Location (same CO)									19.2%	19.2%	
98	- 30 station min. at each primary and secondary location									19.2%	19.2%	
99	- Main Station On Prem	GE 2.4.2.A.2	11SSO	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$12,250
100			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
101	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered
102	- Main Station Off Prem		11SSO	\$ 6.25						19.2%	19.2%	Grandfathered
103			DPS	\$ 0.55						19.2%	19.2%	Grandfathered
104	- Restricted Main Station Off Prem		DPR	\$ 6.40						19.2%	19.2%	Grandfathered
105	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
106	Minimum Charge, per system									19.2%	19.2%	
107										19.2%	19.2%	
108	Secondary Location (contiguous CO)									19.2%	19.2%	
109	- 30 station min. at each primary and secondary location									19.2%	19.2%	
110	- Main Station On Prem	GE 2.4.2.A.3	11SSO	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$13,500
111			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
112	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered

- the tariff and - conflict on service name, cite, USOC - refer to the tariff
 - that are covered in the tariff, see individual tariff section

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

1	A SWBT MISSOURI	B Missouri Tariff Code (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		L Non- Recurring	M Comments
										Recurring	Non- Recurring		
2	SWBT Service Name			Monthly Recurring									
113	Main Station Off Prem		USOC	\$ 8.75								Grandfathered	
114	Restricted Main Station Off Prem		DPS	\$ 0.55								Grandfathered	
115	Restricted Main Station Off Prem		OPR	\$ 6.40								Grandfathered	
116	S&E Charge				\$ 26.50							Grandfathered	
117	Minimum Charge, per system											Grandfathered	
118	Secondary Location (non-contiguous CO)											Grandfathered	
119	30 station min. at each primary and secondary location											Grandfathered	
120	Main Station On Prem		115NC	\$ 6.25								Grandfathered	
121	Restricted Main Station On Prem		STL	\$ 12.65								Grandfathered	
122	Restricted Main Station On Prem		RST	\$ 20.50								Grandfathered	
123	Main Station Off Prem		115NC	\$ 6.25								Grandfathered	
124	Restricted Main Station Off Prem		DPS	\$ 0.55								Grandfathered	
125	Restricted Main Station Off Prem		OPR	\$ 6.40								Grandfathered	
126	S&E Charge				\$ 26.50							Grandfathered	
127	Station Additive		11LVFS	\$ 4.00					\$ 0.80			Grandfathered	
128	Minimum Charge, per system											Grandfathered	
129	Primary Location in Metro or Optional Exchange Svc Area											Grandfathered	
130	Served by Local Exchange Service		22OSL	\$ 3.85								Grandfathered	
131	Served by Optional Exchange Service, per main station											Grandfathered	
132	Served by Optional Exchange Service, per main station		22OSL	\$ 3.85								Grandfathered	
133	Plus \$.80 per station per mile or fraction thereof											Grandfathered	
134	Minimum mileage charge, per station is \$4		11LVFS									Grandfathered	
135	Extended Area Service Arrangement		11LVFS									Grandfathered	
136	Primary Location											Grandfathered	
137	Secondary Location (in same exchange as primary local)											Grandfathered	
138	Secondary Location located in different exchange											Grandfathered	
139	Extended Area Service Complex, then primary local											Grandfathered	
140	+ .80 per station, per mile or fraction thereof											Grandfathered	
141	Minimum mileage charge, per station is \$4											Grandfathered	
142	Options Service Arrangements											Grandfathered	
143	1st Line Term		GE 27.1 C 3	\$ 77.00	\$ 53.25							Grandfathered	
144	with openCO Access, each			\$ 6.75	\$ 6.75							Grandfathered	
145	S&E Charge		TLN	\$ 69.45	\$ 53.25							Grandfathered	
146	without openCO Access, each			\$ 6.75	\$ 6.75							Grandfathered	
147	S&E Charge		PLS	\$ 143.50	\$ 36.25							Grandfathered	
148	Adv. P.L. Term, each			\$ 540.00	\$ 50.00							Grandfathered	
149	S&E Charge		WLA	\$ 15.35	\$ 6.75							Grandfathered	
150	Service Est. Charge											Grandfathered	
151	Out WATS Term, each											Grandfathered	
152	S&E Charge											Grandfathered	
153	Network Access Terminals											Grandfathered	
154	Dial Access Term, each		GE 27.3 D 1	\$ 62.80	\$ 53.25							Grandfathered	
155	S&E Charge		9CS	\$ 32.40	\$ 6.75							Grandfathered	
156	Manual Term, each											Grandfathered	
157	S&E Charge											Grandfathered	
158	Net Access Term (Centrex)											Grandfathered	
159	Termination Charge \$14,800 Each 30 stations											Grandfathered	
160	Applicable Tariff Rates											Grandfathered	
161	Applicable Tariff Rates											Grandfathered	
162	Applicable Tariff Rates											Grandfathered	
163	Applicable Tariff Rates											Grandfathered	
164	Applicable Tariff Rates											Grandfathered	
165	Applicable Tariff Rates											Grandfathered	
166	Applicable Tariff Rates											Grandfathered	
167	Applicable Tariff Rates											Grandfathered	
168	Applicable Tariff Rates											Grandfathered	

Where the tariff and this memo 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.

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

[illegible]

1	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 Comments
				Monthly Recurring	Non- Recurring						Recurring	Non- Recurring	
2	SWBT Service Name												
225	Telecom. network per pat.	GE 2.8.1 A.2 a	ARK	\$ 5.95	\$ 18.00						19.2%	19.2%	Grandfathered
226	SAE Charge				6.75						19.2%	19.2%	Grandfathered
227	Overflow tone, per pat.	GE 2.8.1 A.2 b	ARK	\$ 9.15	\$ 180.00						19.2%	19.2%	Grandfathered
228	SAE Charge				6.75						19.2%	19.2%	Grandfathered
229	Additional codes within	GE 2.9.1 B.1									19.2%	19.2%	Grandfathered
230	same pattern, per pattern				35.00						19.2%	19.2%	Grandfathered
231	SAE Charge				6.75						19.2%	19.2%	Grandfathered
232	Change overflow from tone	GE 2.9.1 B.2									19.2%	19.2%	Grandfathered
233	to network/voice versa				35.00						19.2%	19.2%	Grandfathered
234	SAE Charge				6.75						19.2%	19.2%	Grandfathered
235	ARS										19.2%	19.2%	Grandfathered
236	Tone sum. per occasion	GE 2.9.1	ARKTP		1,350.00						19.2%	19.2%	Grandfathered
237	1st 10,000 calls				6.75						19.2%	19.2%	Grandfathered
238	SAE Charge				38.50						19.2%	19.2%	Grandfathered
239	Each additional 1000 calls										19.2%	19.2%	Grandfathered
240	Manual input per occasion	GE 2.9.1	ARKMP		1,200.00						19.2%	19.2%	Grandfathered
241	1st 10,000 calls				6.75						19.2%	19.2%	Grandfathered
242	SAE Charge				23.75						19.2%	19.2%	Grandfathered
243	Each additional 1000 calls										19.2%	19.2%	Grandfathered
244	Busy Verif. Tls Trunks	GE 2.9.1	B24	\$ 3.75	\$ 38.75						19.2%	19.2%	Grandfathered
245	per system				6.75						19.2%	19.2%	Grandfathered
246	SAE Charge				6.75						19.2%	19.2%	Grandfathered
247	per trunk										19.2%	19.2%	Grandfathered
248	SAE Charge				6.75						19.2%	19.2%	Grandfathered
249	Call Forwarding Busy Line				4.00						19.2%	19.2%	Grandfathered
250	per station				6.75						19.2%	19.2%	Grandfathered
251	Call Forwarding Don't Answer				4.00						19.2%	19.2%	Grandfathered
252	per station				6.75						19.2%	19.2%	Grandfathered
253	SAE Charge				4.00						19.2%	19.2%	Grandfathered
254	Change Ringing Cycle				6.75						19.2%	19.2%	Grandfathered
255	Call Forwarding Over Private				6.75						19.2%	19.2%	Grandfathered
256	Facilities										19.2%	19.2%	Grandfathered
257	Common Equipment, per system				1.50						19.2%	19.2%	Grandfathered
258	SAE Charge				6.75						19.2%	19.2%	Grandfathered
259	SEC				388.00						19.2%	19.2%	Grandfathered
260	per Main Station				1.90						19.2%	19.2%	Grandfathered
261	SAE Charge				6.75						19.2%	19.2%	Grandfathered
262	Reminder Ring, per station				6.75						19.2%	19.2%	Grandfathered
263	SAE Charge				4.00						19.2%	19.2%	Grandfathered
264	Call Forwarding-Variable				6.75						19.2%	19.2%	Grandfathered
265	per station				4.00						19.2%	19.2%	Grandfathered
266	SAE Charge				6.75						19.2%	19.2%	Grandfathered
267	Call Hold/Call Pick Up				4.00						19.2%	19.2%	Grandfathered
268	per station				6.75						19.2%	19.2%	Grandfathered
269	SAE Charge				6.75						19.2%	19.2%	Grandfathered
270	Call Transfer All Calls				4.00						19.2%	19.2%	Grandfathered
271	per station				6.75						19.2%	19.2%	Grandfathered
272	SAE Charge				4.00						19.2%	19.2%	Grandfathered
273	Consultation Call All Calls				6.75						19.2%	19.2%	Grandfathered
274	and 3-Way Calling				4.00						19.2%	19.2%	Grandfathered
275	per 100 stations				6.75						19.2%	19.2%	Grandfathered
276	SAE Charge				4.00						19.2%	19.2%	Grandfathered
277	Cancel C/W, per sys				48.60						19.2%	19.2%	Grandfathered
278	Call Waiting-Terminating				6.75						19.2%	19.2%	Grandfathered
279	per station				104.50						19.2%	19.2%	Grandfathered
280	SAE Charge				4.00						19.2%	19.2%	Grandfathered

Where the tariff and this 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.

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 Code (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non- Recurring	Comments
1												
2	SWBT Service Name											
281	SLE Charge				\$ 6.75					19.2%	Grandfathered	
282	Cancel CAV, per sys				\$ 104.50					19.2%	Grandfathered	
283	Call Waiting-Intagroup									19.2%	Grandfathered	
284	per system			\$ 1.25	\$ 4.00					19.2%	Grandfathered	
285	per station			\$ 1.25	\$ 4.00					19.2%	Grandfathered	
286	SLE Charge				\$ 6.75					19.2%	Grandfathered	
287	Call Waiting-Originating									19.2%	Grandfathered	
288	per station			\$ 0.20	\$ 4.00					19.2%	Grandfathered	
289	SLE Charge				\$ 6.75					19.2%	Grandfathered	
290	Circle Hunt, per term			\$ 0.60	\$ 4.00					19.2%	Grandfathered	
291	SLE Charge									19.2%	Grandfathered	
292	Code Call Access Arrangement			\$ 88.60	\$ 72.75					19.2%	Grandfathered	
293	SLE Charge				\$ 6.75					19.2%	Grandfathered	
294	Conference Calling Arrangement				\$ 4.00					19.2%	Grandfathered	
295	SLE Charge			\$ 112.30	\$ 6.75					19.2%	Grandfathered	
296	Conference Calling Size Line Arrangement				\$ 4.00					19.2%	Grandfathered	
297	SLE Charge				\$ 6.75					19.2%	Grandfathered	
298	Dial Call Waiting per line			\$ 0.25	\$ 4.00					19.2%	Grandfathered	
299	SLE Charge			\$ 0.75	\$ 6.75					19.2%	Grandfathered	
300	Dial Thru Attendant, per location			\$ 1.00	\$ 0.25					19.2%	Grandfathered	
301	SLE Charge			\$ 38.40	\$ 6.75					19.2%	Grandfathered	
302	Direction Access									19.2%	Grandfathered	
303	Directed call pickup				\$ 0.50					19.2%	Grandfathered	
304	per station				\$ 6.75					19.2%	Grandfathered	
305	SLE Charge									19.2%	Grandfathered	
306	Dist. Ringing/Call									19.2%	Grandfathered	
307	Waiting Tone									19.2%	Grandfathered	
308	Comm. Equipment			\$ 19.55	\$ 180.00					19.2%	Grandfathered	
309	SLE Charge				\$ 6.75					19.2%	Grandfathered	
310	SEC				\$ 120.00					19.2%	Grandfathered	
311	Class B Ringing Tone, per station			\$ 1.50	\$ 4.00					19.2%	Grandfathered	
312	SLE Charge				\$ 6.75					19.2%	Grandfathered	
313	Class C Tone, per station			\$ 1.50	\$ 4.00					19.2%	Grandfathered	
314	equipped w/CO-originating or Dial Call Waiting				\$ 4.00					19.2%	Grandfathered	
315	SLE Charge				\$ 6.75					19.2%	Grandfathered	
316	Class C Ringing Tone									19.2%	Grandfathered	
317	per preempt SCAN term			\$ 0.70	\$ 1.75					19.2%	Grandfathered	
318	SLE Charge				\$ 6.75					19.2%	Grandfathered	
319	ELECTRIC TANDEM SWITCHING									19.2%	Grandfathered	
320	ARS-Deluxe									19.2%	Grandfathered	
321	Common Equipment			\$ 182.25	\$ 1,300.00					19.2%	Grandfathered	
322	SLE Charge				\$ 6.75					19.2%	Grandfathered	
323	Service Establishment Charge				\$ 3,950.00					19.2%	Grandfathered	
324	Route Selection Pattern									19.2%	Grandfathered	
325	per facility			\$ 2.60	\$ 6.75					19.2%	Grandfathered	
326	SLE Charge				\$ 6.75					19.2%	Grandfathered	
327	By NPA Code			\$ 2.95	\$ 26.25					19.2%	Grandfathered	
328	SLE Charge				\$ 6.75					19.2%	Grandfathered	
329	By NPA Codes & CO Codes			\$ 5.75	\$ 108.50					19.2%	Grandfathered	
330	SLE Charge				\$ 6.75					19.2%	Grandfathered	
331	Arrangement for additional pattern			\$ 7.45	\$ 266.00					19.2%	Grandfathered	
332	groups for Time-of-Day Rig				\$ 6.75					19.2%	Grandfathered	
333	SLE Charge									19.2%	Grandfathered	
334	Additions and Changes									19.2%	Grandfathered	
335	Additions, deletions.									19.2%	Grandfathered	

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in the tariff, see individual tariff and
that are not

APPENDIX - SERVICES / PRICING

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 Wholesale Offered Discount	Non-Recurring	
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		Recurring	Recurring	Comments
2	SWBT Service Name												
337	changes per pattern				\$ 28.25						18.2%	Grandfathered	
338	S&E Charge				\$ 6.75						18.2%	Grandfathered	
339	Additional patterns										18.2%	Grandfathered	
340	Additional patterns of a										18.2%	Grandfathered	
341	facility to assist route										18.2%	Grandfathered	
342	Additional charges in RPA or CO				\$ 20.25						18.2%	Grandfathered	
343	Code, per code per pattern				\$ 6.75						18.2%	Grandfathered	
344	S&E Charge										18.2%	Grandfathered	
345	Additional/deductions/changes				\$ 32.00						18.2%	Grandfathered	
346	for time-of-day routing intervals				\$ 6.75						18.2%	Grandfathered	
347	S&E Charge										18.2%	Grandfathered	
348	Customer Admin & Control										18.2%	Grandfathered	
349	Common Equipment				\$ 609.65						18.2%	Grandfathered	
350	S&E Charge				\$ 6.75						18.2%	Grandfathered	
351	Service Establishment Charge				\$ 481.00						18.2%	Grandfathered	
352	Fac. Admin & Control Com. Eq				\$ 152.65						18.2%	Grandfathered	
353	S&E Charge										18.2%	Grandfathered	
354	Service Establishment Charge				\$ 316.00						18.2%	Grandfathered	
355	Traffic Data to Customer										18.2%	Grandfathered	
356	Common Equipment				\$ 145.80						18.2%	Grandfathered	
357	S&E Charge				\$ 6.75						18.2%	Grandfathered	
358	Service Establishment Charge				\$ 8,000.00						18.2%	Grandfathered	
359	per queue equipped				\$ 1.85						18.2%	Grandfathered	
360	S&E Charge				\$ 5.00						18.2%	Grandfathered	
361	per facility group equipped				\$ 35.35						18.2%	Grandfathered	
362	S&E Charge				\$ 45.25						18.2%	Grandfathered	
363	312A DATAPHONE Data Ssl, each				\$ 6.75						18.2%	Grandfathered	
364	S&E Charge										18.2%	Grandfathered	
365	DELUXE QUEUING										18.2%	Grandfathered	
366	Common Equipment				\$ 71.80						18.2%	Grandfathered	
367	S&E Charge				\$ 6.75						18.2%	Grandfathered	
368	Service Establishment Charge				\$ 2,000.00						18.2%	Grandfathered	
369	Queue										18.2%	Grandfathered	
370	per facility group				\$ 73.00						18.2%	Grandfathered	
371	S&E Charge				\$ 6.75						18.2%	Grandfathered	
372	Queue Slots, off hook										18.2%	Grandfathered	
373	queue slot with										18.2%	Grandfathered	
374	Rec. Announcement				\$ 21.25						18.2%	Grandfathered	
375	S&E Charge				\$ 18.70						18.2%	Grandfathered	
376	Music										18.2%	Grandfathered	
377	S&E Charge				\$ 6.75						18.2%	Grandfathered	
378	Ring Back Queue Slots				\$ 6.75						18.2%	Grandfathered	
379	S&E Charge				\$ 10.80						18.2%	Grandfathered	
380	Recorded Announcement										18.2%	Grandfathered	
381	Common Equipment				\$ 81.10						18.2%	Grandfathered	
382	S&E Charge				\$ 6.75						18.2%	Grandfathered	
383	Music-on-Queue				\$ 38.75						18.2%	Grandfathered	
384	S&E Charge				\$ 6.75						18.2%	Grandfathered	
385	plus chain between CO eq & music source @ prem				\$ 38.75						18.2%	Grandfathered	
386	Changes				\$ 6.75						18.2%	Grandfathered	
387	RBD in CHANGES				\$ 31.75						18.2%	Grandfathered	
388	S&E Charge				\$ 6.75						18.2%	Grandfathered	
389	Change in eq of Queue Slots				\$ 31.75						18.2%	Grandfathered	
390	per queue										18.2%	Grandfathered	
391											18.2%	Grandfathered	

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

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

1	A SWBT MISSOURI	B Mission Tariff Cite (Name, Sect, Plan)	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 Comments
				Monthly Recurring	Non- Recurring						Recurring	Non- Recurring	
333	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
334	Change in queue threshold										19.2%	19.2%	Grandfathered
335	time, per queue					\$ 31.75					19.2%	19.2%	Grandfathered
336	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
337	Change in Recorded Announcement					\$ 31.75					19.2%	19.2%	Grandfathered
338	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
339	Change in post queue to										19.2%	19.2%	Grandfathered
340	per queue					\$ 31.75					19.2%	19.2%	Grandfathered
401	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
402											19.2%	19.2%	Grandfathered
403	Electronic Tandem Switching										19.2%	19.2%	Grandfathered
404	Tie Line Term EACH			\$ 42.80		\$ 73.50					19.2%	19.2%	Grandfathered
405	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
406	Facilities Restriction Levels										19.2%	19.2%	Grandfathered
407	Centrex Station or incoming or										19.2%	19.2%	Grandfathered
408	two-way tie line term EACH										19.2%	19.2%	Grandfathered
409											19.2%	19.2%	Grandfathered
410											19.2%	19.2%	Grandfathered
411											19.2%	19.2%	Grandfathered
412											19.2%	19.2%	Grandfathered
413											19.2%	19.2%	Grandfathered
414											19.2%	19.2%	Grandfathered
415											19.2%	19.2%	Grandfathered
416	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
417	Authorization Codes										19.2%	19.2%	Grandfathered
418	Common Equipment										19.2%	19.2%	Grandfathered
419	SAE Charge					\$ 715.00					19.2%	19.2%	Grandfathered
420	Service Establishment Charge					\$ 6.50					19.2%	19.2%	Grandfathered
421	Authorization Codes per 100										19.2%	19.2%	Grandfathered
422	codes or fraction thereof					\$ 21.25					19.2%	19.2%	Grandfathered
423	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
424											19.2%	19.2%	Grandfathered
425	Per Facility terminated in										19.2%	19.2%	Grandfathered
426	ARS.D or UNWARR patterns										19.2%	19.2%	Grandfathered
427	EACH										19.2%	19.2%	Grandfathered
428	SAE Charge					\$ 6.75					19.2%	19.2%	Grandfathered
429	Changes										19.2%	19.2%	Grandfathered
430	Changes in FRL per station										19.2%	19.2%	Grandfathered
431	incoming or two-way tie line										19.2%	19.2%	Grandfathered
432	termination EACH										19.2%	19.2%	Grandfathered
433											19.2%	19.2%	Grandfathered
434											19.2%	19.2%	Grandfathered
435											19.2%	19.2%	Grandfathered
436											19.2%	19.2%	Grandfathered
437											19.2%	19.2%	Grandfathered
438											19.2%	19.2%	Grandfathered
439	SAE Charge					\$ 4.50					19.2%	19.2%	Grandfathered
440	Change in a single Auth Code					\$ 4.50					19.2%	19.2%	Grandfathered
441	and/or associated FRL where					\$ 4.50					19.2%	19.2%	Grandfathered
442	Telephone Co. on order activity					\$ 4.50					19.2%	19.2%	Grandfathered
443	is required EACH					\$ 4.50					19.2%	19.2%	Grandfathered
444	SAE Charge					\$ 4.50					19.2%	19.2%	Grandfathered
445	Station Message Detail					\$ 4.50					19.2%	19.2%	Grandfathered
446	Recording to Premises					\$ 6.75					19.2%	19.2%	Grandfathered
447	Central Office Equipment										19.2%	19.2%	Grandfathered
448											19.2%	19.2%	Grandfathered

* The tariff and service name, cite, USOC
 1 in the tariff, see individual tariff sheet

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)		SWBT Retail Price		Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1	SWBT Service Name	GE	USOC	Monthly Recurring	Non- Recurring								
449	- Common Equip. EACH	2.8.1.C.6.1	MDR	\$ 709.90	\$ 327.50						19.2%	19.2%	Grandfathered
450	S&E Charge				6.75						19.2%	19.2%	Grandfathered
451	Service Establishment Charge				3,850.00						19.2%	19.2%	Grandfathered
452	- Per facility terminated in										19.2%	19.2%	Grandfathered
453	ARS-D or UNAAAR patterns										19.2%	19.2%	Grandfathered
454	when system is equipped for										19.2%	19.2%	Grandfathered
455	originating records, EACH		MDX	\$ 5.95	\$ 5.00						19.2%	19.2%	Grandfathered
456	S&E Charge				6.75						19.2%	19.2%	Grandfathered
457	- Per line facility equipped										19.2%	19.2%	Grandfathered
458	for terminating records, EACH		MDT	\$ 0.50	\$ 5.00						19.2%	19.2%	Grandfathered
459	S&E Charge				6.75						19.2%	19.2%	Grandfathered
460	201C Discharge Data Set										19.2%	19.2%	Grandfathered
461	EACH		24V++	\$ 54.85	\$ 85.25						19.2%	19.2%	Grandfathered
462	S&E Charge				6.75						19.2%	19.2%	Grandfathered
463	Station Message Detail										19.2%	19.2%	Grandfathered
464	Recording to Premises										19.2%	19.2%	Grandfathered
465	Additions and Changes										19.2%	19.2%	Grandfathered
466	SMOR-P records										19.2%	19.2%	Grandfathered
467	change from recording completed										19.2%	19.2%	Grandfathered
468	calls only to calls attempted										19.2%	19.2%	Grandfathered
469	or vice versa, per system										19.2%	19.2%	Grandfathered
470	S&E Charge		ROHMC	\$ 19.00	\$ 6.75						19.2%	19.2%	Grandfathered
471	Change in status of all										19.2%	19.2%	Grandfathered
472	station lines in No. 1 ESS										19.2%	19.2%	Grandfathered
473	customer group or individual										19.2%	19.2%	Grandfathered
474	facility from records-not										19.2%	19.2%	Grandfathered
475	required to records-required		ROHMF	\$ 2.50	\$ 6.75						19.2%	19.2%	Grandfathered
476	S&E Charge				6.75						19.2%	19.2%	Grandfathered
477	Uniform Numbering										19.2%	19.2%	Grandfathered
478	Automatic Alternate Routing										19.2%	19.2%	Grandfathered
479	Common Equipment			\$ 414.60	\$ 1,500.00						19.2%	19.2%	Grandfathered
480	S&E Charge	GE 2.8.1.C.7	UNR		6.75						19.2%	19.2%	Grandfathered
481	Service Establishment Charge				7,050.00						19.2%	19.2%	Grandfathered
482	Route Selection Patterns										19.2%	19.2%	Grandfathered
483	- Per UNAAAR pattern		UNP	\$ 3.15	\$ 26.25						19.2%	19.2%	Grandfathered
484	S&E Charge				6.75						19.2%	19.2%	Grandfathered
485	- Per to line terminated in										19.2%	19.2%	Grandfathered
486	UNAAAR and/or ARS-D		UNF	\$ 2.45	\$ 6.75						19.2%	19.2%	Grandfathered
487	pattern(s)										19.2%	19.2%	Grandfathered
488	S&E Charge				6.75						19.2%	19.2%	Grandfathered
489	- Per facility for Automatic										19.2%	19.2%	Grandfathered
490	Overflow to DOD		UNO	\$ 45.40	\$ 6.75						19.2%	19.2%	Grandfathered
491	S&E Charge				6.75						19.2%	19.2%	Grandfathered
492	Additions and Changes										19.2%	19.2%	Grandfathered
493	Additions, deletions or										19.2%	19.2%	Grandfathered
494	changes of routes or										19.2%	19.2%	Grandfathered
495	associated FRL's in existing										19.2%	19.2%	Grandfathered
496	patterns, per pattern										19.2%	19.2%	Grandfathered
497	S&E Charge										19.2%	19.2%	Grandfathered
498	Additions of patterns										19.2%	19.2%	Grandfathered
499	per pattern										19.2%	19.2%	Grandfathered
500	S&E Charge				6.75						19.2%	19.2%	Grandfathered
501	- Addition or deletion of a										19.2%	19.2%	Grandfathered
502											19.2%	19.2%	Grandfathered
503											19.2%	19.2%	Grandfathered

Where the tariff and this exhibit 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.

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 Monthly Recurring	Service Charge/Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring Offered Discount	Non- Recurring	Comments
1												
2	SWBT Service Name											
504	Facility to an existing route									18.2%	18.2%	Grandfathered
505	Addition or changes in on-network location code routing, per code									18.2%	18.2%	Grandfathered
506	SAE Change									18.2%	18.2%	Grandfathered
507	SAE Change									18.2%	18.2%	Grandfathered
508	SAE Change									18.2%	18.2%	Grandfathered
509	SAE Change									18.2%	18.2%	Grandfathered
510	SAE Change									18.2%	18.2%	Grandfathered
511	SAE Change									18.2%	18.2%	Grandfathered
512	SAE Change									18.2%	18.2%	Grandfathered
513	SAE Change									18.2%	18.2%	Grandfathered
514	SAE Change									18.2%	18.2%	Grandfathered
515	SAE Change									18.2%	18.2%	Grandfathered
516	SAE Change									18.2%	18.2%	Grandfathered
517	SAE Change									18.2%	18.2%	Grandfathered
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531	SAE Change									18.2%	18.2%	Grandfathered
532	SAE Change									18.2%	18.2%	Grandfathered
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540	SAE Change									18.2%	18.2%	Grandfathered
541	SAE Change									18.2%	18.2%	Grandfathered
542	SAE Change									18.2%	18.2%	Grandfathered
543	SAE Change									18.2%	18.2%	Grandfathered
544	SAE Change									18.2%	18.2%	Grandfathered
545	SAE Change									18.2%	18.2%	Grandfathered
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555	SAE Change									18.2%	18.2%	Grandfathered
556	SAE Change									18.2%	18.2%	Grandfathered
557	SAE Change									18.2%	18.2%	Grandfathered
558	SAE Change									18.2%	18.2%	Grandfathered
559	SAE Change									18.2%	18.2%	Grandfathered

Apply charges as specified in Private Line Tariff

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

A														B														C														E														F														G														H														I														J														K														L														M																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		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Where the tariff and this matrix conflict on service name, use USOC as retail price. Refer to the tariff for rates that are cross referenced in the tariff, use individual tariff section.

APPENDIX - SERVICES / PRICING

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

1	2	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	SWBT Wholesale Offered Discount	
		SWBT Service Name			Monthly Recurring						Recurring	Non- Recurring	Comments
616		Screening Arrgmt. II		SCZ	\$ 65.05						19.2%	19.2%	
617		Per Group of stations									19.2%	19.2%	Grandfathered
618		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
619		Per NPA, each		SC1	\$ 3.30						19.2%	19.2%	Grandfathered
620		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
621		Additions/Rearrgmts									19.2%	19.2%	
622		Additions/Deletions to									19.2%	19.2%	
623		each NPA or CO									19.2%	19.2%	
624		Code Group				\$ 293.00					19.2%	19.2%	Grandfathered
625		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
626		Sta Rearrgmt from 1									19.2%	19.2%	
627		screening arrgmt to									19.2%	19.2%	
628		another, per sta or grp									19.2%	19.2%	
629		Without Sta No. Chg.				\$ 273.00					19.2%	19.2%	Grandfathered
630		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
631		With Sta. No. Chg.				\$ 273.00					19.2%	19.2%	Grandfathered
632		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
633											19.2%	19.2%	
634		Station Messaging									19.2%	19.2%	
635		Detail Recording									19.2%	19.2%	
636		Common Equipment									19.2%	19.2%	
637		Per location		CMM	\$ 224.80						19.2%	19.2%	Grandfathered
638		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
639		Facility group, each		CMW							19.2%	19.2%	
640		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
641		SMDR, per message			\$ 0.02						19.2%	19.2%	Grandfathered
642											19.2%	19.2%	
643		Line Equipment									19.2%	19.2%	
644		Per tie line		CMT	\$ 5.05						19.2%	19.2%	Grandfathered
645		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
646		SEC				\$ 260.00					19.2%	19.2%	Grandfathered
647		Per FX line		CMQ	\$ 5.05						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%	
651		Sta. Toll Diversion,									19.2%	19.2%	
652		per station line or tie line		ETA	\$ 0.85	\$ 4.00					19.2%	19.2%	Grandfathered
653		S&E				\$ 6.75					19.2%	19.2%	
654		Sta. Toll Restriction,									19.2%	19.2%	
655		per station line or tie									19.2%	19.2%	
656		line		ETB	\$ 0.95	\$ 4.00					19.2%	19.2%	Grandfathered
657		S&E				\$ 6.75					19.2%	19.2%	
658		TouchTone Calling		TDN	\$ 0.15						19.2%	19.2%	Grandfathered
659		S&E				\$ 7.75					19.2%	19.2%	
660		UCD, per station		EH7	\$ 0.25						19.2%	19.2%	Grandfathered
661		S&E				\$ 6.75					19.2%	19.2%	
662		UCD optional features									19.2%	19.2%	
663		Make Busy Arrgmt									19.2%	19.2%	
664		Per Group		A9A	\$ 2.80	\$ 0.25					19.2%	19.2%	Grandfathered
665		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
666		Per Station		A6G	\$ 2.80	\$ 0.25					19.2%	19.2%	Grandfathered
667		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
668		Queueing									19.2%	19.2%	
669		Common Equipment				\$ 0.00					19.2%	19.2%	Grandfathered
670		S&E				\$ 6.75					19.2%	19.2%	Grandfathered
671		Per sta. rearranged		A82	\$ 2.65						19.2%	19.2%	Grandfathered

The tariff and price reflect on service name, cite, USOC
 1 in the tariff, see individual tariff section
 refer to the tariff

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

1	A	B	C	E	F	G	H	I	J	SWBT Wholesale Offered Discount		M
										Recurring	Non-Recurring	
2	SWBT Service Name	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			Comments
672	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
673	Queue Slot, each		A83RA	\$ 0.30						19.2%	19.2%	Grandfathered
674	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
675	Line Additive for									19.2%	19.2%	
676	incoming call queue,									19.2%	19.2%	
677	each		A6Z	\$ 40.80						19.2%	19.2%	Grandfathered
678	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
679	Sta. Exchange Acc		A6W	\$ 22.20						19.2%	19.2%	Grandfathered
680	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
681	Sta. Intercom Acc.		A6Y	\$ 13.20						19.2%	19.2%	Grandfathered
682	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
683	Call Wait Indication,									19.2%	19.2%	
684	each		ABCE	\$ 4.80	\$ 0.25					19.2%	19.2%	Grandfathered
685	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
686	Delay Announcement		ABGCE	\$ 81.10	\$ 0.25					19.2%	19.2%	Grandfathered
687	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
688	Per Announcement									19.2%	19.2%	
689	trunk		ABGAT	\$ 11.05	\$ 0.50					19.2%	19.2%	Grandfathered
690	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
691	Per Station		ABGST	\$ 2.25						19.2%	19.2%	Grandfathered
692	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
693										19.2%	19.2%	
694	Centrex Attd. Pos.	GE 2.10.1								19.2%	19.2%	
695	Attd. Acc. line, with									19.2%	19.2%	
696	attd. telephone		EAK	\$ 61.25						19.2%	19.2%	Grandfathered
697	S&E				\$ 28.50					19.2%	19.2%	Grandfathered
698	50A Console	GE 2.10.1A								19.2%	19.2%	
699	121 type		CXK	\$ 128.20	\$ 1,100.00					19.2%	19.2%	Grandfathered
700	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
701										19.2%	19.2%	
702	131 type		CXD	\$ 204.85	\$ 1,250.00					19.2%	19.2%	Grandfathered
703	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
704										19.2%	19.2%	
705	151 type		CYX	\$ 219.50	\$ 1,450.00					19.2%	19.2%	Grandfathered
706	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
707	Attd. Acc. Line									19.2%	19.2%	
708	Cust. Acc. Ln., each		EAU	\$ 10.80	\$ 11.00					19.2%	19.2%	Grandfathered
709	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
710	CO Equipment, each		EAR	\$ 65.30						19.2%	19.2%	Grandfathered
711	Station Line Busy				\$ 28.50					19.2%	19.2%	Grandfathered
712	Indication, ea 25 sts		CX6	\$ 21.65	\$ 121.50					19.2%	19.2%	Grandfathered
713	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
714	Trunk Grp Bsy Arr									19.2%	19.2%	
715	CPE, per trunk grp		EAW	\$ 2.15	\$ 25.25					19.2%	19.2%	Grandfathered
716	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
717	CO equip. per trk grp		EAX	\$ 8.25						19.2%	19.2%	Grandfathered
718	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
719	Pos. Busy Feature,									19.2%	19.2%	
720	per console		CXJ	\$ 3.70						19.2%	19.2%	Grandfathered
721	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
722	Change facplate		FPC-X		\$ 141.50					19.2%	19.2%	Grandfathered
723	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
724										19.2%	19.2%	
725	51A Console	GE 2.10.1B								19.2%	19.2%	
726	Pnm Com. Eq. each		ED5	\$ 380.80	\$ 6,500.00					19.2%	19.2%	Grandfathered
727	S&E				\$ 6.25					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.

APPENDIX - SERVICES / PRICING

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	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
728	Central Office, each		EDK	\$ 122.25	\$ 5.50					10.2%	10.2%	Grandfathered
729	S&E				\$ 305.50					10.2%	10.2%	Grandfathered
730	Add'l Com Eq., each		ED6	\$ 73.55	\$ 6.25					10.2%	10.2%	Grandfathered
731	S&E									10.2%	10.2%	Grandfathered
732	Attend. Console, 27A									10.2%	10.2%	Grandfathered
733	CPE		ED7	\$ 118.65	\$ 342.00					10.2%	10.2%	Grandfathered
734	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
735	CO equip.		EDD	\$ 31.80	\$ 5.50					10.2%	10.2%	Grandfathered
736	S&E									10.2%	10.2%	Grandfathered
737	Attend. Console, 47A									10.2%	10.2%	Grandfathered
738	CPE		ED4	\$ 124.70	\$ 458.00					10.2%	10.2%	Grandfathered
739	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
740	CO equip		EED	\$ 34.20	\$ 5.50					10.2%	10.2%	Grandfathered
741	S&E									10.2%	10.2%	Grandfathered
742	Attd. Acc. Line, each		EDA	\$ 21.45	\$ 28.50					10.2%	10.2%	Grandfathered
743	S&E				\$ 278.00					10.2%	10.2%	Grandfathered
744	Lamp multiple unit		EDG	\$ 28.80	\$ 6.25					10.2%	10.2%	Grandfathered
745	S&E									10.2%	10.2%	Grandfathered
746	Attd. Trk Term									10.2%	10.2%	Grandfathered
747	CPE		EAV	\$ 10.85	\$ 278.00					10.2%	10.2%	Grandfathered
748	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
749	CO equipment		EDF	\$ 40.70	\$ 5.50					10.2%	10.2%	Grandfathered
750	S&E									10.2%	10.2%	Grandfathered
751	Pos bsy feature, per									10.2%	10.2%	Grandfathered
752	console		EXJ	\$ 3.70	\$ 6.25					10.2%	10.2%	Grandfathered
753	S&E									10.2%	10.2%	Grandfathered
754	Trk Grp. Bsy Argmnt									10.2%	10.2%	Grandfathered
755	CPE		EDJ	\$ 28.40	\$ 281.50					10.2%	10.2%	Grandfathered
756	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
757	CO Equipment		EAX	\$ 8.25	\$ 5.50					10.2%	10.2%	Grandfathered
758	S&E				\$ 141.50					10.2%	10.2%	Grandfathered
759	Change Faceplate		PRC+X		\$ 6.25					10.2%	10.2%	Grandfathered
760	S&E									10.2%	10.2%	Grandfathered
761										10.2%	10.2%	Grandfathered
762	50B Console	GE 2 10.1.C								10.2%	10.2%	Grandfathered
763	SEC				\$ 1,750.00					10.2%	10.2%	Grandfathered
764	Elect Attd. Console		ECB++	\$ 358.45	\$ 810.00					10.2%	10.2%	Grandfathered
765	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
766	Elect. Attd. Console,									10.2%	10.2%	Grandfathered
767	with DSS/bsy lp. ea		ECG++	\$ 429.30	\$ 810.00					10.2%	10.2%	Grandfathered
768	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
769	Multi-bn Elect. Tele									10.2%	10.2%	Grandfathered
770	Attd Console, ea		ECH++	\$ 215.55	\$ 540.00					10.2%	10.2%	Grandfathered
771	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
772	Console Ln. Ckt Pk		ECP	\$ 14.90	\$ 23.25					10.2%	10.2%	Grandfathered
773	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
774	Direct Sta Selection									10.2%	10.2%	Grandfathered
775	Bsy Lp. Field scan									10.2%	10.2%	Grandfathered
776	unit									10.2%	10.2%	Grandfathered
777	1st 50 stations		ECU	\$ 94.45	\$ 145.50					10.2%	10.2%	Grandfathered
778	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
779	Each add'l 25 stas.		ECL	\$ 12.05	\$ 51.75					10.2%	10.2%	Grandfathered
780	S&E				\$ 6.25					10.2%	10.2%	Grandfathered
781	Opt. Eq. Used for									10.2%	10.2%	Grandfathered
782	Control/Scan units		ECJ	\$ 43.00	\$ 50.25					10.2%	10.2%	Grandfathered
783	S&E				\$ 6.25					10.2%	10.2%	Grandfathered

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APPENDIX - SERVICES / PRICING

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price Monthly Recurring	Service Charge/ Non-Recuring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount Recurring	Non-Recurring	Comments
784	Attd. Acc. Ln.		EAR	\$ 85.30						19.2%	19.2%	Grandfathered
785	S&E				\$ 28.50					19.2%	19.2%	Grandfathered
786	Trk. Grp. Bay Argmt									19.2%	19.2%	Grandfathered
787	CPE, per trk. grp.		EAW	\$ 2.15	\$ 25.25					19.2%	19.2%	Grandfathered
788	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
789	C.O., per trk. grp.		EAX	\$ 8.25						19.2%	19.2%	Grandfathered
790	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
791	Pos. Bay Feature									19.2%	19.2%	Grandfathered
792	per console		CUJ	\$ 3.70						19.2%	19.2%	Grandfathered
793	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
794	Additions/Changes									19.2%	19.2%	Grandfathered
795	Equipment Addition									19.2%	19.2%	Grandfathered
796	Charge, per occas.					\$ 830.00				19.2%	19.2%	Grandfathered
797	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
798	Change faceplate		FPC-X			\$ 141.50				19.2%	19.2%	Grandfathered
799	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
800										19.2%	19.2%	
801	CONFERENCE TELEPHONE SERVICE-LOCAL	GE 3								19.2%	19.2%	
802	Set-up charge	GE 3.3(A)			\$ 1.60					19.2%	19.2%	For each Exchange Access arrangement
803	Charge per minute initial minute									19.2%	19.2%	
804	0-14 miles	GE 3.3(C)					\$ 0.04			19.2%	19.2%	
805	15-28 miles	GE 3.3(C)					\$ 0.05			19.2%	19.2%	
806	Over 28 miles	GE 3.3(C)					\$ 0.08			19.2%	19.2%	
807	Charge per minute additional minute									19.2%	19.2%	
808	0-14 miles	GE 3.3(C)					\$ 0.01			19.2%	19.2%	
809	15-28 miles	GE 3.3(C)					\$ 0.02			19.2%	19.2%	
810	Over 28 miles	GE 3.3(C)					\$ 0.03			19.2%	19.2%	
811	Day rate full rates	GE 3.3(D)								19.2%	19.2%	
812	Evening rate (M-F&Sun, 5-11PM) 20% discount on day rate	GE 3.3(D)								19.2%	19.2%	
813	Night/Weekend (M-Sun, 11pm-8am, Sat, Sun 8am-5pm) 35% discount on day rate	GE 3.3(D)								19.2%	19.2%	
814										13.9%	13.9%	
815	Director Assistance Call Completion	GE 6.15.4 C								13.9%	13.9%	
816	Full-Automated DACC									13.9%	13.9%	
817	- Sent-Paid Public or Semi-Public Telephones					\$ 0.25				13.9%	13.9%	
818	- Sent-Paid Non-Coin					\$ 0.30				13.9%	13.9%	
	- Telecommunications Company Calling Card									13.9%	13.9%	Apply sta-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs
819	- Collect									13.9%	13.9%	Apply sta-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs
820	- Bill to Third Number									13.9%	13.9%	Apply State-to-sta. Bill to Third Number Operator Assistance service charge located in LDMS or Local Tariffs
821										13.9%	13.9%	
822	Semi-Automated DACC	GE 6.15.4 C								13.9%	13.9%	
	- Sent-Paid									13.9%	13.9%	Apply sta-to-sta. Sent-Paid Operator Assistance service charge located in the LDMS or Local Tariffs
823										13.9%	13.9%	Apply sta-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs
	- Telecommunications Company Calling Card									13.9%	13.9%	Apply sta-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs
824	- Collect									13.9%	13.9%	Apply sta-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs
825												

Where the tariff and this 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.

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				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
	- 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.
826	Person-to-Person	GE 6 15.4 D								13.9%	13.9%	
827	- Optional Monthly Rate Plan									13.9%	13.9%	Grandfathered until 5/2/98--then discontinued completely
828												
829	AutoConnect	GE 6								13.9%	13.9%	
830	Option A	GE 6 17.3	DC5RC	\$ 50.00		\$ 0.05				13.9%	13.9%	
831	Option B	GE 6 17.3	DC5R2	\$ 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	1BG							19.2%	19.2%	See Local Exchange Tariff for Flat Rate Trunk Rates
835	MUNICIPAL AIRPORT TERMINALS		1BJ							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								19.2%	19.2%	Grandfathered
846		B 11 E			\$ 250.00					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%	Grandfathered
853	36 MONTHS	1.B.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										19.2%	19.2%	
858	TYPE A ACD-ESS COMM EQUIP	GE 13.2.1 D.1	A8A	\$ 13.70	\$ 585.00					19.2%	19.2%	Grandfathered
859	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
860										19.2%	19.2%	
861	TYPE A STATION LINE	GE 13.2.1 D.1	A8B	\$ 33.35	\$ 11.60					19.2%	19.2%	Grandfathered
862	S&E				\$ 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	A8G	\$ 2.00	\$ 44.00					19.2%	19.2%	Grandfathered
865	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
866										19.2%	19.2%	
867	TYPE A MAKE BUSY ARRANGE PER GROUP OF STATIONS	GE 13.2.1 D.1	A8A	\$ 2.00	\$ 44.00					19.2%	19.2%	Grandfathered
868										19.2%	19.2%	
869	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
870										19.2%	19.2%	
871	CALLS WAITING INDICATION CO EQUIP TYPE A&B	GE 13.2.1 D.1	A86CE	\$ 3.75	\$ 118.00					19.2%	19.2%	Grandfathered
872	PERMUTATION TIMING STATE INDICATED IN SPLIT EACH									19.2%	19.2%	

* The tariff and service name, etc., USOC, etc., refer to the tariff in the tariff, see individual tariff section.

APPENDIX - SERVICES / PRICING

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

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 SWBT Wholesale Offered Discount		L Comments
										Recurring	Non- Recurring	
2	SWBT Service Name											
873	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
874										19.2%	19.2%	
875	TYPE B PREMISES COMMON EQUIP.	GE 13.2.1 D.1	A8JCE	SEE 13.2.1, 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	A8GCE	\$ 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	A8GAT	\$ 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	A8GST	\$ 0.65						19.2%	19.2%	Grandfathered
885	SERVICE EQUIP.				\$ 6.75					19.2%	19.2%	Grandfathered
886										19.2%	19.2%	
887	TYPE B DELAY ANNOUNCE PER ACC-ESS	GE 13.2.1 D.1	A8GTT	\$ 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						19.2%	19.2%	Grandfathered
892				RATE						19.2%	19.2%	
893										19.2%	19.2%	
894	TYPE A & B FOREIGN EXCHANGE	GE 13.2.1 D.1	A8EFX	\$ 49.40	\$ 123.00					19.2%	19.2%	Grandfathered
895	& FOR CO SVC TERM									19.2%	19.2%	
896	ACD - ESS QUEUEING EQUIP. EACH				\$ 5.50					19.2%	19.2%	Grandfathered
897	S&E									19.2%	19.2%	
898										19.2%	19.2%	
899	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	A8EYL	\$ 48.85	\$ 123.00					19.2%	19.2%	Grandfathered
900	SERVICE-(CCSA)- ACCESS LINE TERMINATION									19.2%	19.2%	
901	ON ACD-ESS, QUEUEING EQUIP. EACH									19.2%	19.2%	
902	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
903										19.2%	19.2%	
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-(CCSA)- ACCESS LINE TERMINATION									19.2%	19.2%	
906	ON ACD-ESS, NON- QUEUEING EQUIP. EACH									19.2%	19.2%	
907	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
908										19.2%	19.2%	
909	TYPE B - ACD-ESS COMMON EQUIP / SYSTEM	GE 13.2.1 D.1	A3D	\$ 1,350.00	\$ 9,200.00					19.2%	19.2%	Grandfathered
910	CENTRAL OFF. COMPONENTS									19.2%	19.2%	
911										19.2%	19.2%	
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	A32	\$ 167.85	\$ 351.00					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	A8B	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 QUEUEING	GE 13.2.1 D.1	A3S	\$ 7.60	\$ 438.00					19.2%	19.2%	Grandfathered
922	FIRST ON REQUEST ORDER									19.2%	19.2%	Grandfathered
923	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
924										19.2%	19.2%	
925	EACH ADD. ON SAME ORDER	GE 13.2.1 D.1	A3S	\$ 7.60	\$ 341.00					19.2%	19.2%	Grandfathered

Where the tariff and this matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
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APPENDIX - SERVICES / PRICING

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

	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
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	A83RA	\$ 1.60	\$ 10.10					19.2%	19.2%	Grandfathered
929	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
930										19.2%	19.2%	
931	ATTENDANT POSITIONS TYPE B - PER AGENT	GE 13.2.1 D.1	A8C	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	S&E				SEE 13.2.1 D3					19.2%	19.2%	Grandfathered
934										19.2%	19.2%	
935	PER SUPERVISOR SINGLE-LINE SET EACH	GE 13.2.1 D.1	A8B							19.2%	19.2%	
936										19.2%	19.2%	
937	ROTARY DIAL	GE 13.2.1 D.1	A8B	\$ 1.60						19.2%	19.2%	Grandfathered
938	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
939										19.2%	19.2%	
940	TOUCH - TONE		A8B	\$ 2.55						19.2%	19.2%	Grandfathered
941	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
942										19.2%	19.2%	
943										19.2%	19.2%	
944	ACC-ESS TERMINAL EACH TYPE B, EACH	GE 13.2.1 D.1	A3E	\$ 26.30	\$ 25.00					19.2%	19.2%	Grandfathered
945	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
946										19.2%	19.2%	
947	TYPE B AGENT ASSIST TERMINAL	GE 13.2.1 D.1	A3G	\$ 5.60	\$ 158.50					19.2%	19.2%	Grandfathered
948	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
949										19.2%	19.2%	
950	AGENT CALL TERMINAL, EACH	GE 13.2.1 D.1	A3J	\$ 5.35	\$ 158.50					19.2%	19.2%	Grandfathered
951	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
952										19.2%	19.2%	
953	NIGHT TRANSFER PER SPLIT EQUIPPED	GE 13.2.1 D.1	A3T	\$ 1.65	\$ 37.60					19.2%	19.2%	Grandfathered
954	TYPE B									19.2%	19.2%	Grandfathered
955	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
956										19.2%	19.2%	
957	CALL ORIGIN ANNOUNCEMENTS TYPE B PER ANNOUNCEMENT	GE 13.2.1 D.1	A8FTG	\$ 48.25	\$ 89.00					19.2%	19.2%	Grandfathered
958	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
959										19.2%	19.2%	
960	TYPE B ADD EQUIP. FOR FOREIGN EXCH. OR FOREIGN SERVING OFFICE LINES TO REACH CALL	GE 13.2.1 D.1	A8FTE	\$ 2.55	\$ 69.75					19.2%	19.2%	Grandfathered
961	ORIGIN ANNOUNCEMENTS, EACH LINE									19.2%	19.2%	
962	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
963										19.2%	19.2%	
964	TYPE B PER ACC-ESS TERMINAL	GE 13.2.1 D.1	A8FTR	\$ 1.25	\$ 6.00					19.2%	19.2%	Grandfathered
965	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
966										19.2%	19.2%	
967	FLEXIBLE 1ST DELAY ANNOUNCE TYPE B	GE 13.2.1 D.1								19.2%	19.2%	
968										19.2%	19.2%	
969	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
970										19.2%	19.2%	
971	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
972										19.2%	19.2%	
973	AGENT EMERGENCY ALERT ARRANGEMENT	GE 13.2.1 D.1	A8SAM	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

The tariff and service name, rate, USOC and other information in the tariff, see individual tariff section.

APPENDIX - SERVICES / PRICING

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

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 SWBT Wholesale Offered Discount		L Non- Recurring	M Comments
										Recurring			
2	SWBT Service Name												
976										19.2%		19.2%	
977	SYSTEM DISPLAY & CONTROL EQUIP.	GE 13.2.1 D.1								19.2%		19.2%	
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%	
980	S&E				\$ 6.00					19.2%		19.2%	Grandfathered
981										19.2%		19.2%	
982	TYPE B PREMISE COMPONENTS	GE 13.2.1 D.1	A8K	SEE 13.2.1 D.3	SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
983										19.2%		19.2%	
984	S&E				SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
985										19.2%		19.2%	
986	TYPE B OPTIONAL PRINTER	GE 13.2.1 D.1	A8P	SEE 13.2.1 D.3	SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
987	ASSOCIATED W/DISPLAY & CONTROL UNIT									19.2%		19.2%	Grandfathered
988	S&E				SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
989										19.2%		19.2%	
990	TYPE B AGENT TO SPLIT PATTERNS	GE 13.2.1 D.1	A9GAS	\$ 5.40	\$ 233.00					19.2%		19.2%	Grandfathered
991	S&E				\$ 6.00					19.2%		19.2%	Grandfathered
992										19.2%		19.2%	
993	TYPE B AGENT TO REPORTING GROUP	GE 13.2.1 D.1	A9GAR	\$ 5.40	\$ 208.00					19.2%		19.2%	Grandfathered
994	PATTERNS, EACH									19.2%		19.2%	
995	S&E				\$ 6.00					19.2%		19.2%	
996										19.2%		19.2%	Grandfathered
997	DYNAMIC TRAFFIC DISPLAY									19.2%		19.2%	
998	TYPE B COMMON EQUIP. UP TO 20 DISPLAY UNITS	GE 13.2.1 D.1	A8LCE	\$ 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	A8LSP	\$ 9.20	\$ 6.00					19.2%		19.2%	Grandfathered
1001	S&E				\$ 6.00					19.2%		19.2%	Grandfathered
1002	TYPE B - DYNAMIC TRAFFIC DISPLAY - 1 SPLIT		A8M	SEE 13.2.1 D.3	SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1003	S&E				SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1004	TYPE B-DISPLAY CONTROLLER, 1 PER 20 UNITS	GE 13.2.1 D.1	A8LUC	SEE 13.2.1 D.3	SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1005	S&E				SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1006	TYPE B-COMMON EQUIP. 1 PER 30 DD UNITS	GE 13.2.1 D.1	A8LMF	\$ 56.85	\$ 6.00					19.2%		19.2%	Grandfathered
1007	S&E				\$ 6.00					19.2%		19.2%	Grandfathered
1008										19.2%		19.2%	
1009	AGENT STATUS DISPLAY CONSOLE - TYPE B, EACH	GE 13.2.1 D.1	A9C	SEE 13.2.1 D.3	SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1010	S&E				SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1011	KEY CONTROL & ALARM CONSOLE	GE 13.2.1 D.1								19.2%		19.2%	
1012	UP TO 10 KEYS EQUIPPED FOR ALARM TYPE B	GE 13.2.1 D.1	A8Q	SEE 13.2.1 D.3	SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1013	S&E				SEE 13.2.1 D.3					19.2%		19.2%	Grandfathered
1014	KEYS FOR ACTIVE/DEACTIV. OF CONTROL FUNCTION, EACH KEY TYPE B	GE 13.2.1 D.1	A4K	\$ 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%	
1017	COMMON EQUIP. TYPE B, 1 PER ACCESS	GE 13.2.1 D.1	A8T	\$ 151.35	\$ 572.00					19.2%		19.2%	Grandfathered
1018	S&E				\$ 6.00					19.2%		19.2%	Grandfathered

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect. Para)	USOC	SWBT Retail Price Monthly Recurring	Service Charge/ Non-Recuring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount Recurring	Non-Recurring	Comments
1019	SPLIT COUNTS COMMON EQUIP 1 FOR @ 5 SPLITS	GE 13.2.1.D.1								19.2%	19.2%	
1020	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8SHH	\$ 124.95	\$ 50.50					19.2%	19.2%	Grandfathered
1021	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1022	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8SHC	\$ 82.45	\$ 50.50					19.2%	19.2%	Grandfathered
1023	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1024	COUNTS PER SPLIT, UP TO 19, TYPE B	GE 13.2.1.D.1	A8SSC	\$ 13.70	\$ 302.00					19.2%	19.2%	Grandfathered
1025	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1026	REPORT GROUP COUNTS									19.2%	19.2%	
1027	REPORT GROUPS, EACH TYPE B	GE 13.2.1.D.1	A8VCE	\$ 4.40	\$ 269.00					19.2%	19.2%	Grandfathered
1028	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1029										19.2%	19.2%	
1030	COMMON EQUIP. 1 FOR @ 5 REPORT GRPS									19.2%	19.2%	
1031	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHH	\$ 79.05	\$ 50.50					19.2%	19.2%	Grandfathered
1032	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1033	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHC	\$ 39.55	\$ 50.50					19.2%	19.2%	Grandfathered
1034	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1035	COUNTS PER REPORT GROUP, UP TO 9 1/2 HOURLY									19.2%	19.2%	
1036	HOURLY OR DAILY TYPE B	GE 13.2.1.D.1	A8VRC	\$ 6.45	\$ 302.00					19.2%	19.2%	Grandfathered
1037	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1038										19.2%	19.2%	
1039	TRUNK GROUP COUNTS									19.2%	19.2%	
1040	COMMON EQUIP. 1 FOR @ 5 GROUP									19.2%	19.2%	
1041	1/2 HOURLY/DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8WHH	\$ 26.30	\$ 50.50					19.2%	19.2%	Grandfathered
1042	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1043	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8WHC	\$ 13.20	\$ 50.50					19.2%	19.2%	Grandfathered
1044	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1045	COUNTS PER GROUP UP TO 6 TYPE B	GE 13.2.1.D.1	A8WTC	\$ 4.30	\$ 224.00					19.2%	19.2%	Grandfathered
1046	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1047	NON-USAGE TRUNK REPORTS, COMM. EQUIP. TYPE B	GE 13.2.1.D.1	A8XCE	\$ 5.10	\$ 178.00					19.2%	19.2%	Grandfathered
1048	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1049	NON-USAGE TRUNK REPORTS, PER TRUNK TYPE B	GE 13.2.1.D.1	A8XTE	\$ 0.20						19.2%	19.2%	Grandfathered
1050	S&E				\$ 8.00					19.2%	19.2%	Grandfathered
1051	EQUIP FOR SERV. SUPERVISING OF AGENT CONSOLE									19.2%	19.2%	
1052	POSITION CIRCUITS AGENT ASSIST & OR AGENT									19.2%	19.2%	
1053	AGENT CALL TERMINAL TYPE B	GE 13.2.1.D.1	A8HAT	\$ 6.80						19.2%	19.2%	Grandfathered
1054	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
1055	COMMON EQUIP/1 FOR 72 CONSOLES TYPE B	GE 13.2.1.D.1	A8HCE	SEE 13.2.1.D.3	SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1056	S&E				SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1057	AUX. EQUIP/1 FOR 24 CONSOLES TYPE B	GE 13.2.1.D.1	A8HAE	SEE 13.2.1.D.3	SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1058	SERVICE/EQUIP				SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1059	SERV. SUPER TRUNK ACCESS MAX 6 FOR 72 TYPE B	GE 13.2.1.D.1	A8HMT	\$ 12.40	\$ 595.00					19.2%	19.2%	Grandfathered
1060	SERVICE/EQUIP				\$ 5.50					19.2%	19.2%	Grandfathered
1061	OPTIONAL EMERGENCY RESERVE POWER TYPE B	GE 13.2.1.D.1								19.2%	19.2%	Grandfathered
1062	AGENT INFORMATION/ANNOUNCE ACCESS TYPE A &									19.2%	19.2%	RATES PROVIDED BY SPECIAL SVC
1063	ALTERNATE TRAFFIC ROUTING	GE 13.2.1.D.1								19.2%	19.2%	ARRANGE REQUEST
1064	COMMON EQUIP. CENT. OFF. TYPE B, PER SYSTEM	GE 13.2.1.D.1	A4RCE	\$ 0.95						19.2%	19.2%	Grandfathered
1065	SERVICE/EQUIP				\$ 0.00					19.2%	19.2%	Grandfathered
1066	PER SPLIT, TYPE B	GE 13.2.1.D.1	A4RSE	\$ 8.25	\$ 101.00					19.2%	19.2%	Grandfathered
1067	SERVICE/EQUIP				\$ 6.00					19.2%	19.2%	Grandfathered
1068	NRC FOR EQUIP OR FEATURE ADDITION TYPE B									19.2%	19.2%	

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SWBT MISSOURI																SWBT Retail Price								SWBT Wholesale Offered Discount		
														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		
1069 MAJOR ADDITION														GE 13.2.1.D.1			\$ 300.00						19.2%	19.2%	Grandfathered	
1070 MINOR ADDITION														GE 13.2.1.D.1			\$ 75.00						19.2%	19.2%	Grandfathered	
1071																							19.2%	19.2%		
1072 ACD-ESS														GE 13									19.2%	19.2%		
1073																							19.2%	19.2%		
1074 Type C Service:														GE 13.2.1.D.2									19.2%	19.2%		
1075 CO System Components:														GE 13.2.1.D.2 a									19.2%	19.2%		
1076 Common Equipment														GE 13.2.1.D.2 a	A2B	\$ 1,448.80	\$ 10,600.00						19.2%	19.2%	Grandfathered	
1077 Attendant Line Frame														GE 13.2.1.D.2 a	A3Z	\$ 138.50	\$ 740.00						19.2%	19.2%	Grandfathered	
1078 Svc & Equipment																	\$ 5.50						19.2%	19.2%	Grandfathered	
1079 ACD-ESS Terminal, each														GE 13.2.1.D.2 a	A2T	\$ 18.80	\$ 9.50						19.2%	19.2%	Grandfathered	
1080 Svc & Equipment																	\$ 5.50						19.2%	19.2%	Grandfathered	
1081 Queueing Service/per split:														GE 13.2.1.D.2 a									19.2%	19.2%	Grandfathered	
1082 1st Requested Order															A3S	\$ 6.25	\$ 268.50						19.2%	19.2%	Grandfathered	
1083 Svc & Equipment																	\$ 5.50						19.2%	19.2%	Grandfathered	
1084 Each Add. on Same Order															A3S	\$ 6.25	\$ 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	A83RA	\$ 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	A8EFX	\$ 45.55							19.2%	19.2%	Grandfathered	
1090 Svc & Equipment																	\$ 5.50						19.2%	19.2%	Grandfathered	
1091 Tie Line/CCSA Access Line Termination queueing equip														GE 13.2.1.D.2 a	A8ETL	\$ 45.85							19.2%	19.2%	Grandfathered	
1092 Svc & Equipment																	\$ 5.50						19.2%	19.2%	Grandfathered	
1093 Tie Line/CCSA 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															A2C	\$ 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%		
1101 Premises System Components														GE13.2.1.D.2 b									19.2%	19.2%		
1102 Cabinet A Assembly														GE 13.2.1.D.2 b									19.2%	19.2%		
1103 1st Cabinet A															A21	SEE 13.2.1, 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	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	SEE 13.2.1, D4						19.2%	19.2%	Grandfathered	
1108 Svc & Equipment																	\$ 5.50						19.2%	19.2%	Grandfathered	

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	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		
	SWBT Service Name			Monthly Recurring						Recurring	Non-Recurring	Comments
1109	Add Line Circuit Carriers	GE 13.2.1.D.2.b	A2L	SEE 13.2.1, D4	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	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	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	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	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1122	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1123	With Fixed Lamp Field									19.2%	19.2%	
1124	Agent, each		A2J	SEE 13.2.1, 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	SEE 13.2.1, 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									19.2%	19.2%	
1129	Agent, each		A2K	SEE 13.2.1, 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	SEE 13.2.1, 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 set, each		A9B**	\$ 2.55						19.2%	19.2%	Grandfathered
1134	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1135										19.2%	19.2%	Grandfathered
1136										19.2%	19.2%	Grandfathered
1137	Basic Common Equip., 1-200 consoles	GE 13.2.1.D.2.b	A5CCE	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1138	& 14 Cathode Ray Tubes									19.2%	19.2%	
1139	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1140	Add Equip. for systems w/200+ consoles	GE 13.2.1.D.2.b	A5CAC	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1141	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1142										19.2%	19.2%	
1143	CRTs:	GE 13.2.1.D.2.b								19.2%	19.2%	
1144	Black & White		A5H	SEE 13.2.1, D4	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	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									19.2%	19.2%	Grandfathered
1148	AEMIS Equip., each 100 ft.		A5FRS	\$ 2.80	\$ 116.00					19.2%	19.2%	Grandfathered

*The tariff and price are subject to change without notice. **Refer to the tariff for details. ***The tariff, see individual tariff section.

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

	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
1149	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1150	Equip. to Remote CRT* in different bldg and/or beyond 1,000ft from AEMIS Control Equip., each		A5FRT	\$ 1.95	\$ 172.00					19.2%	19.2%	Grandfathered
1151	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1152										19.2%	19.2%	
1153	Incoming Call Identification:	GE 13.2.1 D.2 c								19.2%	19.2%	
1154	Audible Option:	GE 13.2.1 D.2 c								19.2%	19.2%	
1155	Per announcement		A8FTG	\$ 52.15	\$ 81.25					19.2%	19.2%	Grandfathered
1156	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1157	Equip. for Foreign Ex., Foreign Serving Office or Tie Line		A8FTE	\$ 4.20	\$ 57.00					19.2%	19.2%	Grandfathered
1158	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1159	Per ACD-ESS Terminal		A8FTR	\$ 0.10	\$ 8.00					19.2%	19.2%	Grandfathered
1160	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1161	Visual Option:	GE 13.2.1 D.2 c								19.2%	19.2%	
1162	Per System		A5VSY	\$ 2.45	\$ 274.50					19.2%	19.2%	Grandfathered
1163	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1164	Per Visual Console		A5VCN	\$ 1.20	\$ 8.00					19.2%	19.2%	Grandfathered
1165	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1166										19.2%	19.2%	
1167	Delay Announcements:	GE 13.2.1 D.2 d								19.2%	19.2%	
1168	Standard Recorded Frame:	GE 13.2.1 D.2 d								19.2%	19.2%	
1169	Per 11 second announce		A8GCE	\$ 52.15	\$ 55.25					19.2%	19.2%	Grandfathered
1170	Svc & Equipment				\$ 8.75					19.2%	19.2%	Grandfathered
1171	Per trunk to access announce		A8GAT	\$ 9.15	\$ 56.00					19.2%	19.2%	Grandfathered
1172	Svc & Equipment				\$ 8.75					19.2%	19.2%	Grandfathered
1173	Per ACD-ESS Terminal		A8GTT	\$ 1.25	\$ 5.50					19.2%	19.2%	Grandfathered
1174	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1175	Load Dependent 1st Delay:				\$ 5.50					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
1178	Common System Recorded Frame:	GE 13.2.1 D.2 d								19.2%	19.2%	
1179	Common Equipment		A4GCE	\$ 204.40	\$ 5.50					19.2%	19.2%	Grandfathered
1180	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1181	Per 16 second announce		A4G16	\$ 155.60	\$ 41.00					19.2%	19.2%	Grandfathered
1182	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1183	Per 32 second announce		A4G32	\$ 190.10	\$ 41.00					19.2%	19.2%	Grandfathered
1184	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1185	Per 48 second announce		A4G48	\$ 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		A8GTT	\$ 1.25	\$ 5.50					19.2%	19.2%	Grandfathered
1189	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1190	Remote recording capability		A4F	\$ 24.55	\$ 5.50					19.2%	19.2%	Grandfathered
1191	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1192	Load Dependent 1st Delay									19.2%	19.2%	
1193	Per 16 second announce		A4H16	\$ 155.60	\$ 41.00					19.2%	19.2%	Grandfathered
1194	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1195	Per 32 second announce		A4H32	\$ 190.10	\$ 41.00					19.2%	19.2%	Grandfathered
1196	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1197	Per 48 second announce		A4H48	\$ 224.70	\$ 41.00					19.2%	19.2%	Grandfathered

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

	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
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%	
1201	Emergency Alert Arrangement	GE 13.2.1.D.2.e								19.2%	19.2%	
1202	Per 25 Alert-equipped consoles equipped w/alert		A85AA	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1203	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1204	Per 25 Alert only or Service Supervising Consoles		A85AS	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1205	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1206										19.2%	19.2%	
1207	Agent Assist:	GE 13.2.1.D.2.f								19.2%	19.2%	
1208	Per Terminal		A3G	\$ 2.85	\$ 38.50					19.2%	19.2%	Grandfathered
1209	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1210	Calling/Called Line ID/p/Agent Assist Terminal		A3H	\$ 0.30	\$ 42.75					19.2%	19.2%	Grandfathered
1211	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1212										19.2%	19.2%	
1213	Agent Call:	GE 13.2.1.D.2.g								19.2%	19.2%	
1214	Per Terminal		A3J	\$ 2.80	\$ 38.50					19.2%	19.2%	Grandfathered
1215	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1216	Calling/Called Line ID/p/Agent Assist Terminal		A3W	\$ 0.30	\$ 42.75					19.2%	19.2%	Grandfathered
1217	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1218										19.2%	19.2%	
1219	Service Supervising Agent Console	GE 13.2.1.D.2.h								19.2%	19.2%	
1220	Per Agent Assist and/or Call Terminal		A8HA1	\$ 8.25						19.2%	19.2%	Grandfathered
1221	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1222	Per Service Supervising Trunk									19.2%	19.2%	
1223	Central Office Components		A8HCO	\$ 8.95	\$ 24.00					19.2%	19.2%	Grandfathered
1224	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1225	Per 25 Equipped Consoles		A8HSS	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1226	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1227										19.2%	19.2%	
1228	Agent Status Display Console	GE 13.2.1.D.2.i								19.2%	19.2%	
1229	First 3 Consoles		A3X	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1230	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1231	Each Additional Console		A3Y	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1232	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1233										19.2%	19.2%	
1234	System Display & Control Feature	GE 13.2.1.D.2.j								19.2%	19.2%	
1235	Per system		A8H	\$ 16.05	\$ 353.00					19.2%	19.2%	Grandfathered
1236	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1237	Per Agent-to-split Pattern		A8GAS	\$ 5.40	\$ 76.00					19.2%	19.2%	Grandfathered
1238	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1239	Key Control & Alarm Console									19.2%	19.2%	
1240	Per Console		A4N	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1241	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1242	Per Activate/Deactivate Key		A4K	\$ 1.90	\$ 66.50					19.2%	19.2%	Grandfathered
1243	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1244										19.2%	19.2%	

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

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 SWBT Wholesale Offered Discount		L Non- Recurring	M Comments
										Recurring			
2	SWBT Service Name												
1245	Alternate Traffic Routing Per Split	GE 13.2.1.D.2.k	A4RSE	\$ 9.10	\$ 74.75					19.2%		19.2%	Grandfathered
1246	Svc & Equipment				\$ 6.00					19.2%		19.2%	Grandfathered
1247										19.2%		19.2%	
1248	Night Transfer Per Split	GE 13.2.1.D.2.i	A3T	\$ 2.00	\$ 43.25					19.2%		19.2%	Grandfathered
1249	Svc & Equipment				\$ 6.00					19.2%		19.2%	Grandfathered
1250										19.2%		19.2%	
1251	Calls Waiting Indication	GE 13.2.1.D.2.m								19.2%		19.2%	
1252	Remote Calls Waiting									19.2%		19.2%	
1253	Per timing state, per split		A4PT5	\$ 0.25	\$ 52.25					19.2%		19.2%	Grandfathered
1254	Svc & Equipment				\$ 5.50					19.2%		19.2%	Grandfathered
1255	Common Equip. per 24 states		A4PCE	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%		19.2%	Grandfathered
1256	Svc & Equipment				\$ 5.50					19.2%		19.2%	Grandfathered
1257	Console Call Wait. per 100		A4X	\$ 13.30	\$ 51.50					19.2%		19.2%	Grandfathered
1258	Svc & Equipment				\$ 6.00					19.2%		19.2%	Grandfathered
1259	Assistance Call Wait per group		A4Y	\$ 10.10	\$ 94.00					19.2%		19.2%	Grandfathered
1260	Svc & Equipment				\$ 6.00					19.2%		19.2%	Grandfathered
1261										19.2%		19.2%	
1262	Nonrecurring Charges:	GE 13.2.1.D.2.n								19.2%		19.2%	
1263	Equipment or Feature Addition	GE 13.2.1.D.2.n.1			\$ 200					19.2%		19.2%	Grandfathered
1264										19.2%		19.2%	
1265	Service Establishment Charge:	GE 13.2.1.D.2.n.2								19.2%		19.2%	
1266	Each System				\$ 36,500.00					19.2%		19.2%	Grandfathered
1267	AEMIS				\$ 31,650.00					19.2%		19.2%	Grandfathered
1268	CSRAF				\$ 28,450.00					19.2%		19.2%	Grandfathered
1269										19.2%		19.2%	
1270	ACD-ESS									19.2%		19.2%	
1271	Plans I&II - Type B Service	GE 13.2.1.D.3								19.2%		19.2%	
1272	Plan I Rates:	GE 13.2.1.D.3.a								19.2%		19.2%	
1273	Type B Common Equipment:									19.2%		19.2%	
1274										19.2%		19.2%	
1275	Premises Components/system	GE 13.2.1.D.3.a								19.2%		19.2%	
1276	Svc & Equipment				\$ 6.00					19.2%		19.2%	Grandfathered
1277	Fixed Rate:				\$ 2,300.00					19.2%		19.2%	Grandfathered
1278	1 Month		A3P	\$ 1,470.00						19.2%		19.2%	Grandfathered
1279	24 Months		A3P	\$ 69.50						19.2%		19.2%	Grandfathered
1280	48 Months		A3P	\$ 37.80						19.2%		19.2%	Grandfathered
1281	72 Months		A3P	\$ 27.30						19.2%		19.2%	Grandfathered
1282	96 Months		A3P	\$ 22.15						19.2%		19.2%	Grandfathered
1283	Variable Rate:									19.2%		19.2%	
1284	1 Month		A3P	\$ 24.25						19.2%		19.2%	Grandfathered
1285	24 Months		A3P	\$ 24.25						19.2%		19.2%	Grandfathered
1286	48 Months		A3P	\$ 24.25						19.2%		19.2%	Grandfathered
1287	72 Months		A3P	\$ 24.25						19.2%		19.2%	Grandfathered
1288	96 Months		A3P	\$ 24.25						19.2%		19.2%	Grandfathered
1289	Components per 72 Consoles	GE 13.2.1.D.3.a								19.2%		19.2%	
1290	Svc & Equipment				\$ 6.00					19.2%		19.2%	Grandfathered
1291	Fixed Rate				\$ 5,900.00					19.2%		19.2%	Grandfathered

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1	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 Comments
				Monthly Recurring	Non- Recurring						Recurring	Non- Recurring	
2	SWBT Service Name												
1292	1 Month		ABB	\$ 865.00							19.2%	19.2%	Grandfathered
1293	24 Months		ABB	\$ 412.00							19.2%	19.2%	Grandfathered
1294	48 Months		ABB	\$ 224.00							19.2%	19.2%	Grandfathered
1295	72 Months		ABB	\$ 162.00							19.2%	19.2%	Grandfathered
1296	96 Months		ABB	\$ 131.00							19.2%	19.2%	Grandfathered
1297	Variable Rate		ABB								19.2%	19.2%	Grandfathered
1298	1 Month		ABB	\$ 71.30							19.2%	19.2%	Grandfathered
1299	24 Months		ABB	\$ 71.30							19.2%	19.2%	Grandfathered
1300	48 Months		ABB	\$ 71.30							19.2%	19.2%	Grandfathered
1301	72 Months		ABB	\$ 71.30							19.2%	19.2%	Grandfathered
1302	96 Months		ABB	\$ 71.30							19.2%	19.2%	Grandfathered
1303	Attendant Position per Agent or Supervisory										19.2%	19.2%	Grandfathered
1304	Multifunction Console	GE 13.2.1 D.3*				\$ 6.00					19.2%	19.2%	Grandfathered
1305	Svc & Equipment					\$ 400.00					19.2%	19.2%	Grandfathered
1306	Fixed Rate										19.2%	19.2%	Grandfathered
1307	1 Month		ABC	\$ 432.00							19.2%	19.2%	Grandfathered
1308	24 Months		ABC	\$ 25.40							19.2%	19.2%	Grandfathered
1309	48 Months		ABC	\$ 13.30							19.2%	19.2%	Grandfathered
1310	72 Months		ABC	\$ 9.60							19.2%	19.2%	Grandfathered
1311	96 Months		ABC	\$ 7.80							19.2%	19.2%	Grandfathered
1312	Variable Rate		ABC								19.2%	19.2%	Grandfathered
1313	1 Month		ABC	\$ 7.20							19.2%	19.2%	Grandfathered
1314	24 Months		ABC	\$ 7.20							19.2%	19.2%	Grandfathered
1315	48 Months		ABC	\$ 7.20							19.2%	19.2%	Grandfathered
1316	72 Months		ABC	\$ 7.20							19.2%	19.2%	Grandfathered
1317	96 Months		ABC	\$ 7.20							19.2%	19.2%	Grandfathered
1318											19.2%	19.2%	Grandfathered
1319	Agency Emergency	GE 13.2.1 D.3*									19.2%	19.2%	Grandfathered
1320	Alert Arrangement										19.2%	19.2%	Grandfathered
1321	1 per 24 consoles with service supervising	GE 13.2.1 D.3*				\$ 8.00					19.2%	19.2%	Grandfathered
1322	Svc & Equipment					\$ 530.00					19.2%	19.2%	Grandfathered
1323	Fixed Rate										19.2%	19.2%	Grandfathered
1324	1 Month		ABSAM	\$ 115.00							19.2%	19.2%	Grandfathered
1325	24 Months		ABSAM	\$ 5.45							19.2%	19.2%	Grandfathered
1326	48 Months		ABSAM	\$ 2.95							19.2%	19.2%	Grandfathered
1327	72 Months		ABSAM	\$ 2.15							19.2%	19.2%	Grandfathered
1328	96 Months		ABSAM	\$ 1.75							19.2%	19.2%	Grandfathered
1329	Variable Rate		ABSAM								19.2%	19.2%	Grandfathered
1330	1 Month		ABSAM	\$ 2.50							19.2%	19.2%	Grandfathered
1331	24 Months		ABSAM	\$ 2.50							19.2%	19.2%	Grandfathered
1332	48 Months		ABSAM	\$ 2.50							19.2%	19.2%	Grandfathered
1333	72 Months		ABSAM	\$ 2.50							19.2%	19.2%	Grandfathered
1334	96 Months		ABSAM	\$ 2.50							19.2%	19.2%	Grandfathered
1335											19.2%	19.2%	Grandfathered
1336	Calls Whiling Indication, 1 per 72 consoles	GE 13.2.1 D.3*				\$ 6.00					19.2%	19.2%	Grandfathered
1337	Svc & Equipment					\$ 440.00					19.2%	19.2%	Grandfathered
1338	Fixed Rate										19.2%	19.2%	Grandfathered
1339	1 Month		ABJCE	\$ 93.25							19.2%	19.2%	Grandfathered
1340	24 Months		ABJCE	\$ 4.40							19.2%	19.2%	Grandfathered
1341	48 Months		ABJCE	\$ 2.40							19.2%	19.2%	Grandfathered
1342	72 Months		ABJCE	\$ 1.75							19.2%	19.2%	Grandfathered
1343	96 Months		ABJCE	\$ 1.40							19.2%	19.2%	Grandfathered

* See tariff and individual tariff sections for details.
 * If an agency name, the USOC code in the tariff, see individual tariff sections.

APPENDIX - SERVICES / PRICING

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Service Name	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
1344	Variable Rate:									19.2%	19.2%	
1345	1 Month		A&JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1346	24 Months		A&JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1347	48 Months		A&JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1348	72 Months		A&JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1349	96 Months		A&JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1350										19.2%	19.2%	
1351	System Display & Control Equipment									19.2%	19.2%	
1352	Premises Components	GE 13.2.1 D.3 a								19.2%	19.2%	
1353	Svc & Equipment				\$ 8.00					19.2%	19.2%	Grandfathered
1354	Fixed Rate:				\$ 1,100.00					19.2%	19.2%	Grandfathered
1355	1 Month		A&K	\$ 2,100.00						19.2%	19.2%	Grandfathered
1356	24 Months		A&K	\$ 99.50						19.2%	19.2%	Grandfathered
1357	48 Months		A&K	\$ 54.00						19.2%	19.2%	Grandfathered
1358	72 Months		A&K	\$ 36.70						19.2%	19.2%	Grandfathered
1359	96 Months		A&K	\$ 31.60						19.2%	19.2%	Grandfathered
1360	Variable Rate:									19.2%	19.2%	
1361	1 Month		A&K	\$ 16.60						19.2%	19.2%	Grandfathered
1362	24 Months		A&K	\$ 16.60						19.2%	19.2%	Grandfathered
1363	48 Months		A&K	\$ 16.60						19.2%	19.2%	Grandfathered
1364	72 Months		A&K	\$ 16.60						19.2%	19.2%	Grandfathered
1365	96 Months		A&K	\$ 16.60						19.2%	19.2%	Grandfathered
1366	Optional Printer	GE 13.2.1 D.3 a								19.2%	19.2%	
1367	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1368	Fixed Rate:				\$ 270.00					19.2%	19.2%	Grandfathered
1369	1 Month		A&P	\$ 740.00						19.2%	19.2%	Grandfathered
1370	24 Months		A&P	\$ 35.00						19.2%	19.2%	Grandfathered
1371	48 Months		A&P	\$ 19.05						19.2%	19.2%	Grandfathered
1372	72 Months		A&P	\$ 13.75						19.2%	19.2%	Grandfathered
1373	96 Months		A&P	\$ 11.15						19.2%	19.2%	Grandfathered
1374	Variable Rate:									19.2%	19.2%	
1375	1 Month		A&P	\$ 17.10						19.2%	19.2%	Grandfathered
1376	24 Months		A&P	\$ 17.10						19.2%	19.2%	Grandfathered
1377	48 Months		A&P	\$ 17.10						19.2%	19.2%	Grandfathered
1378	72 Months		A&P	\$ 17.10						19.2%	19.2%	Grandfathered
1379	96 Months		A&P	\$ 17.10						19.2%	19.2%	Grandfathered
1380										19.2%	19.2%	
1381	Dynamic Traffic Display	GE 13.2.1 D.3 a								19.2%	19.2%	
1382	Display Units, 1 split	GE 13.2.1 D.3 a								19.2%	19.2%	
1383	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1384	Fixed Rate				\$ 520.00					19.2%	19.2%	Grandfathered
1385	1 Month		A&M	\$ 665.00						19.2%	19.2%	Grandfathered
1386	24 Months		A&M	\$ 41.00						19.2%	19.2%	Grandfathered
1387	48 Months		A&M	\$ 22.00						19.2%	19.2%	Grandfathered
1388	72 Months		A&M	\$ 16.00						19.2%	19.2%	Grandfathered
1389	96 Months		A&M	\$ 13.00						19.2%	19.2%	Grandfathered
1390	Variable Rate:									19.2%	19.2%	
1391	1 Month		A&M	\$ 9.30						19.2%	19.2%	Grandfathered
1392	24 Months		A&M	\$ 9.30						19.2%	19.2%	Grandfathered
1393	48 Months		A&M	\$ 9.30						19.2%	19.2%	Grandfathered
1394	72 Months		A&M	\$ 9.30						19.2%	19.2%	Grandfathered
1395	96 Months		A&M	\$ 9.30						19.2%	19.2%	Grandfathered

Where the tariff and this 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.

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

SWBT MISSOURI															M
1	A	B	C	E		F	G	H	I	J	K		L	Comments	
				SWBT Retail Price	Monthly Recurring						Service Charge/ Non-Recurring	Per Use Charge			Minute Charge
2	SWBT Service Name	Misouri Tariff Cite (Name, Sect. Para)	USOC												
1395	Display controller, 1 per 20 units	GE 13.2.1.D.3 a										19.2%	19.2%	Grandfathered	
1397	Sec & Equipment											19.2%	19.2%	Grandfathered	
1398	Fixed Rate											19.2%	19.2%	Grandfathered	
1399	1 Month		ABLUC	\$ 1,675.00	\$ 6.00							19.2%	19.2%	Grandfathered	
1400	24 Months		ABLUC	\$ 78.50	\$ 780.00							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	\$ 25.25								19.2%	19.2%	Grandfathered	
1404	Variable Rate											19.2%	19.2%	Grandfathered	
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	GE 13.2.1.D.3 a										19.2%	19.2%	Grandfathered	
1411	Fixed Rate											19.2%	19.2%	Grandfathered	
1412	1 Month		ABC	\$ 351.00	\$ 800.00							19.2%	19.2%	Grandfathered	
1413	24 Months		ABC	\$ 16.65								19.2%	19.2%	Grandfathered	
1414	48 Months		ABC	\$ 9.05								19.2%	19.2%	Grandfathered	
1415	72 Months		ABC	\$ 5.50								19.2%	19.2%	Grandfathered	
1416	96 Months		ABC	\$ 5.30								19.2%	19.2%	Grandfathered	
1417	Variable Rate											19.2%	19.2%	Grandfathered	
1418	1 Month		ABC	\$ 16.25								19.2%	19.2%	Grandfathered	
1419	24 Months		ABC	\$ 16.25								19.2%	19.2%	Grandfathered	
1420	48 Months		ABC	\$ 16.25								19.2%	19.2%	Grandfathered	
1421	72 Months		ABC	\$ 16.25								19.2%	19.2%	Grandfathered	
1422	96 Months		ABC	\$ 16.25								19.2%	19.2%	Grandfathered	
1423												19.2%	19.2%	Grandfathered	
1424	Key Control & Alarm Console, up to 10 keys	GE 13.2.1.D.3 a										19.2%	19.2%	Grandfathered	
1425	Sec & Equipment											19.2%	19.2%	Grandfathered	
1426	Fixed Rate											19.2%	19.2%	Grandfathered	
1427	1 Month		ABO	\$ 369.00	\$ 6.00							19.2%	19.2%	Grandfathered	
1428	24 Months		ABO	\$ 17.50	\$ 500.00							19.2%	19.2%	Grandfathered	
1429	48 Months		ABO	\$ 9.50								19.2%	19.2%	Grandfathered	
1430	72 Months		ABO	\$ 6.60								19.2%	19.2%	Grandfathered	
1431	96 Months		ABO	\$ 5.55								19.2%	19.2%	Grandfathered	
1432	Variable Rate											19.2%	19.2%	Grandfathered	
1433	1 Month		ABO	\$ 6.55								19.2%	19.2%	Grandfathered	
1434	24 Months		ABO	\$ 6.55								19.2%	19.2%	Grandfathered	
1435	48 Months		ABO	\$ 6.55								19.2%	19.2%	Grandfathered	
1436	72 Months		ABO	\$ 6.55								19.2%	19.2%	Grandfathered	
1437	96 Months		ABO	\$ 6.55								19.2%	19.2%	Grandfathered	
1438	Equipment for Service Supervising of Agent Console Position	GE 13.2.1.D.3 a										19.2%	19.2%	Grandfathered	
1439	Circuits											19.2%	19.2%	Grandfathered	
1440	Common Equipment, 1 per 72 consoles	GE 13.2.1.D.3 a										19.2%	19.2%	Grandfathered	
1441	Fixed Rate											19.2%	19.2%	Grandfathered	
1442	1 Month		ABHCE	\$ 100.00	\$ 400.00							19.2%	19.2%	Grandfathered	
1443	24 Months		ABHCE	\$ 4.75								19.2%	19.2%	Grandfathered	
1444	48 Months		ABHCE	\$ 2.60								19.2%	19.2%	Grandfathered	
1445	72 Months		ABHCE	\$ 1.90								19.2%	19.2%	Grandfathered	
1446	96 Months		ABHCE	\$ 1.50								19.2%	19.2%	Grandfathered	

* See on service name, etc. USOC a
 * See on service name, etc. USOC a
 * See on service name, etc. USOC a

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Service Name	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
1447	Variable Rate:									19.2%	19.2%	
1448	1 Month		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1449	24 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1450	48 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1451	72 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1452	96 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1453	Auxiliary Equipment, 1 per 24 consoles	GE 13.2.1.D.3 a			\$ 420.00					19.2%	19.2%	
1454	Fixed Rate:									19.2%	19.2%	
1455	1 Month		ABHAE	\$ 82.50						19.2%	19.2%	Grandfathered
1456	24 Months		ABHAE	\$ 3.95						19.2%	19.2%	Grandfathered
1457	48 Months		ABHAE	\$ 2.10						19.2%	19.2%	Grandfathered
1458	72 Months		ABHAE	\$ 1.55						19.2%	19.2%	Grandfathered
1459	96 Months		ABHAE	\$ 1.25						19.2%	19.2%	Grandfathered
1460	Variable Rate:									19.2%	19.2%	
1461	1 Month		ABHAE	\$ 1.80						19.2%	19.2%	Grandfathered
1462	24 Months		ABHAE	\$ 1.80						19.2%	19.2%	Grandfathered
1463	48 Months		ABHAE	\$ 1.80						19.2%	19.2%	Grandfathered
1464	72 Months		ABHAE	\$ 1.80						19.2%	19.2%	Grandfathered
1465	96 Months		ABHAE	\$ 1.80						19.2%	19.2%	Grandfathered
1466										19.2%	19.2%	
1467	Plan II Rates:	GE 13.2.1.D.3 b								19.2%	19.2%	
1468	Type B Common Equipment:									19.2%	19.2%	
1469	Premises Components/system	GE 13.2.1.D.3 b	A3P	\$ 69.50	\$ 2,300.00					19.2%	19.2%	Grandfathered
1470	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1471	Components per 72 consoles	GE 13.2.1.D.3 b	A8B	\$ 318.90	\$ 5,900.00					19.2%	19.2%	Grandfathered
1472	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1473										19.2%	19.2%	
1474	Attendant Positions, per agent or supervisory multibutton console	GE 13.2.1.D.3 b	ABC	\$ 22.05	\$ 400.00					19.2%	19.2%	Grandfathered
1475	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1476										19.2%	19.2%	
1477	Agent Emergency Alert Arrangement, with service supervising 1 per 24 consoles	GE 13.2.1.D.3 b	A85AM	\$ 5.25	\$ 530.00					19.2%	19.2%	Grandfathered
1478	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1479										19.2%	19.2%	
1480	Calls Waiting Indication, 1 premises common per 72 consoles	GE 13.2.1.D.3 b	ABJCE	\$ 4.85	\$ 440.00					19.2%	19.2%	Grandfathered
1481	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1482										19.2%	19.2%	
1483	System Display & Control Equipment:	GE 13.2.1.D.3 b								19.2%	19.2%	
1484	Premises Components	GE 13.2.1.D.3 b	A8K	\$ 74.85	\$ 1,100.00					19.2%	19.2%	Grandfathered
1485	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1486	Optional Printer	GE 13.2.1.D.3 b	A8P	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1487	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1488										19.2%	19.2%	
1489	Dynamic Traffic Display	GE 13.2.1.D.3 b								19.2%	19.2%	
1490	Display Units, 1 split	GE 13.2.1.D.3 b	A8M	\$ 33.55	\$ 520.00					19.2%	19.2%	Grandfathered

Where the tariff and this 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.

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

SWBT MISSOURI														M	
1	A	B	C	E		F	G	H	I	J	K		L	Comments	
				SWBT Retail Price	SWBT Wholesale Offered Discount										
	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Plan)	USOC	Monthly Recurring	Service Charge/ Non-Recurring		Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring			
2	SWBT Service Name Svc & Equipment														
1481	Display Controller, 1 per 20 units Svc & Equipment	GE 13.2.1 D.3.b	ABUC	\$ 58.55	\$ 780.00	\$ 6.00					19.2%	19.2%	19.2%	Grandfathered	
1482											19.2%	19.2%	19.2%	Grandfathered	
1483											19.2%	19.2%	19.2%	Grandfathered	
1484											19.2%	19.2%	19.2%	Grandfathered	
1485	Agent Status Display Console Svc & Equipment	GE 13.2.1 D.3.b	ABC	\$ 30.00	\$ 800.00	\$ 5.60					19.2%	19.2%	19.2%	Grandfathered	
1486											19.2%	19.2%	19.2%	Grandfathered	
1487											19.2%	19.2%	19.2%	Grandfathered	
1488	Key Control & Alarm Console, up to 10 keys Svc & Equipment	GE 13.2.1 D.3.b	ABO	\$ 17.90	\$ 580.00	\$ 6.00					19.2%	19.2%	19.2%	Grandfathered	
1489											19.2%	19.2%	19.2%	Grandfathered	
1490	Equipment for Service Supervising of Agent Console Position Circuits	GE 13.2.1 D.3.b									19.2%	19.2%	19.2%	Grandfathered	
1501											19.2%	19.2%	19.2%	Grandfathered	
1502	Common Equipment, 1 per 72 consoles Svc & Equipment	GE 13.2.1 D.3.b	ABHCE	\$ 4.30	\$ 480.00	\$ 6.00					19.2%	19.2%	19.2%	Grandfathered	
1503											19.2%	19.2%	19.2%	Grandfathered	
1504	Auxiliary Equipment, 1 per 24 consoles Svc & Equipment	GE 13.2.1 D.3.b	ABHAE	\$ 3.45	\$ 420.00	\$ 6.00					19.2%	19.2%	19.2%	Grandfathered	
1505											19.2%	19.2%	19.2%	Grandfathered	
1506											19.2%	19.2%	19.2%	Grandfathered	
1507	ACD-ESS Plans 18.1 Rates - Type C Service Cabinet A Assembly 50 consoles	GE 13.2.1 D.4									19.2%	19.2%	19.2%	Grandfathered	
1508	First Cabinet A Svc & Equipment	GE 13.2.1 D.4	A31		\$ 6,100.00	\$ 5.60					19.2%	19.2%	19.2%	Grandfathered	
1509											19.2%	19.2%	19.2%	Grandfathered	
1510	Fixed Monthly Rate, Plan I 1 Month		A31	\$ 22,399.00							19.2%	19.2%	19.2%	Grandfathered	
1511	36 Months		A31	\$ 734.10							19.2%	19.2%	19.2%	Grandfathered	
1512	60 Months		A31	\$ 477.75							19.2%	19.2%	19.2%	Grandfathered	
1513	84 Months		A31	\$ 369.20							19.2%	19.2%	19.2%	Grandfathered	
1514	120 Months		A31	\$ 286.55							19.2%	19.2%	19.2%	Grandfathered	
1515	Variable Monthly Rate, Plan I 1 Month		A31	\$ 621.55							19.2%	19.2%	19.2%	Grandfathered	
1516	36 Months		A31	\$ 165.35							19.2%	19.2%	19.2%	Grandfathered	
1517	60 Months		A31	\$ 165.35							19.2%	19.2%	19.2%	Grandfathered	
1518	84 Months		A31	\$ 165.35							19.2%	19.2%	19.2%	Grandfathered	
1519	120 Months		A31	\$ 165.35							19.2%	19.2%	19.2%	Grandfathered	
1520	Each Additional Cabinet A Svc & Equipment	GE 13.2.1 D.4	A32		\$ 620.00	\$ 5.60					19.2%	19.2%	19.2%	Grandfathered	
1521											19.2%	19.2%	19.2%	Grandfathered	
1522	Fixed Monthly Rate, Plan I 1 Month		A32	\$ 21,329.05							19.2%	19.2%	19.2%	Grandfathered	
1523	36 Months		A32	\$ 702.20							19.2%	19.2%	19.2%	Grandfathered	
1524	60 Months		A32	\$ 456.95							19.2%	19.2%	19.2%	Grandfathered	
1525	84 Months		A32	\$ 353.15							19.2%	19.2%	19.2%	Grandfathered	
1526	120 Months		A32	\$ 278.65							19.2%	19.2%	19.2%	Grandfathered	
1527	Variable Monthly Rate, Plan I 1 Month		A32	\$ 649.70							19.2%	19.2%	19.2%	Grandfathered	
1528	36 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1529	60 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1530	84 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1531	120 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1532	Variable Monthly Rate, Plan I 1 Month		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1533	36 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1534	60 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1535	84 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1536	120 Months		A32	\$ 136.80							19.2%	19.2%	19.2%	Grandfathered	
1537											19.2%	19.2%	19.2%	Grandfathered	
1538											19.2%	19.2%	19.2%	Grandfathered	
1539											19.2%	19.2%	19.2%	Grandfathered	
1540											19.2%	19.2%	19.2%	Grandfathered	

* the tariff and
ed in the tariff, see individual tariff

APPENDIX - SERVICES / PRICING

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

1	A SWBT Missouri	B Missouri Tariff Cite (Name, Sec, Para)	C USOC	E SWBT Retail Price		F Service Charge/Non- Recurring	G			H			I			J			K SWBT Wholesale Offered Discount			M Comments
				Monthly Recurring	One-time Charge		Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non- Recurring										
1	SWBT Missouri																					
2	SWBT Service Name																					
1541	Cabinet B Assembly 50 consoles	GE 13.2.1 D.4				\$ 1,200.00					18.2%	19.2%								18.2%	19.2%	Grandfathered
1542	Svc & Equipment					\$ 5.50					18.2%	19.2%								18.2%	19.2%	Grandfathered
1543	Fixed Monthly Rate Plan I										18.2%	19.2%								18.2%	19.2%	Grandfathered
1544	1 Month		A2F	\$ 14,527.25							18.2%	19.2%								18.2%	19.2%	Grandfathered
1545	36 Months		A2F	\$ 478.25							18.2%	19.2%								18.2%	19.2%	Grandfathered
1546	60 Months		A2F	\$ 311.35							18.2%	19.2%								18.2%	19.2%	Grandfathered
1547	84 Months		A2F	\$ 240.55							18.2%	19.2%								18.2%	19.2%	Grandfathered
1548	120 Months		A2F	\$ 188.65							18.2%	19.2%								18.2%	19.2%	Grandfathered
1549	Monthly Rate Plan II		A2F	\$ 577.15							18.2%	19.2%								18.2%	19.2%	Grandfathered
1550	Variable Monthly Rate Plan I		A2F	\$ 70.75							18.2%	19.2%								18.2%	19.2%	Grandfathered
1551	1 Month		A2F	\$ 70.75							18.2%	19.2%								18.2%	19.2%	Grandfathered
1552	36 Months		A2F	\$ 70.75							18.2%	19.2%								18.2%	19.2%	Grandfathered
1553	60 Months		A2F	\$ 70.75							18.2%	19.2%								18.2%	19.2%	Grandfathered
1554	84 Months		A2F	\$ 70.75							18.2%	19.2%								18.2%	19.2%	Grandfathered
1555	120 Months		A2F	\$ 70.75							18.2%	19.2%								18.2%	19.2%	Grandfathered
1556	Additional Line Circuit Carriers	GE 13.2.1 D.4				\$ 80.75					18.2%	19.2%								18.2%	19.2%	Grandfathered
1557	Svc & Equipment					\$ 5.50					18.2%	19.2%								18.2%	19.2%	Grandfathered
1558	Fixed Monthly Rate Plan I										18.2%	19.2%								18.2%	19.2%	Grandfathered
1559	1 Month		A2L	\$ 2,502.35							18.2%	19.2%								18.2%	19.2%	Grandfathered
1560	36 Months		A2L	\$ 82.40							18.2%	19.2%								18.2%	19.2%	Grandfathered
1561	60 Months		A2L	\$ 53.90							18.2%	19.2%								18.2%	19.2%	Grandfathered
1562	84 Months		A2L	\$ 41.45							18.2%	19.2%								18.2%	19.2%	Grandfathered
1563	120 Months		A2L	\$ 32.50							18.2%	19.2%								18.2%	19.2%	Grandfathered
1564	Monthly Rate Plan II		A2L	\$ 87.90							18.2%	19.2%								18.2%	19.2%	Grandfathered
1565	Variable Monthly Rate Plan I		A2L	\$ 10.10							18.2%	19.2%								18.2%	19.2%	Grandfathered
1566	1 Month		A2L	\$ 10.10							18.2%	19.2%								18.2%	19.2%	Grandfathered
1567	36 Months		A2L	\$ 10.10							18.2%	19.2%								18.2%	19.2%	Grandfathered
1568	60 Months		A2L	\$ 10.10							18.2%	19.2%								18.2%	19.2%	Grandfathered
1569	84 Months		A2L	\$ 10.10							18.2%	19.2%								18.2%	19.2%	Grandfathered
1570	120 Months		A2L	\$ 10.10							18.2%	19.2%								18.2%	19.2%	Grandfathered
1571	Consoles	GE 13.2.1 D.4									18.2%	19.2%								18.2%	19.2%	Grandfathered
1572	10-button Agent	GE 13.2.1 D.4				\$ 229.00					18.2%	19.2%								18.2%	19.2%	Grandfathered
1573	Svc & Equipment					\$ 8.00					18.2%	19.2%								18.2%	19.2%	Grandfathered
1574	Fixed Monthly Rate Plan I										18.2%	19.2%								18.2%	19.2%	Grandfathered
1575	1 Month		A2G	\$ 721.55							18.2%	19.2%								18.2%	19.2%	Grandfathered
1576	36 Months		A2G	\$ 24.35							18.2%	19.2%								18.2%	19.2%	Grandfathered
1577	60 Months		A2G	\$ 15.45							18.2%	19.2%								18.2%	19.2%	Grandfathered
1578	84 Months		A2G	\$ 11.95							18.2%	19.2%								18.2%	19.2%	Grandfathered
1579	120 Months		A2G	\$ 9.35							18.2%	19.2%								18.2%	19.2%	Grandfathered
1580	Monthly Rate Plan II		A2G	\$ 34.80							18.2%	19.2%								18.2%	19.2%	Grandfathered
1581	Variable Monthly Rate Plan I		A2G	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1582	1 Month		A2G	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1583	36 Months		A2G	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1584	60 Months		A2G	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1585	84 Months		A2G	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1586	120 Months		A2G	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1587	10-button Supervisor	GE 13.2.1 D.4				\$ 229.00					18.2%	19.2%								18.2%	19.2%	Grandfathered
1588	Svc & Equipment					\$ 8.00					18.2%	19.2%								18.2%	19.2%	Grandfathered
1589	Fixed Monthly Rate Plan I										18.2%	19.2%								18.2%	19.2%	Grandfathered
1590	1 Month		A2M	\$ 721.55							18.2%	19.2%								18.2%	19.2%	Grandfathered
1591	36 Months		A2M	\$ 24.35							18.2%	19.2%								18.2%	19.2%	Grandfathered
1592	60 Months		A2M	\$ 15.45							18.2%	19.2%								18.2%	19.2%	Grandfathered
1593	84 Months		A2M	\$ 11.95							18.2%	19.2%								18.2%	19.2%	Grandfathered
1594	120 Months		A2M	\$ 9.35							18.2%	19.2%								18.2%	19.2%	Grandfathered
1595	Monthly Rate Plan II		A2M	\$ 34.80							18.2%	19.2%								18.2%	19.2%	Grandfathered
1596	Variable Monthly Rate Plan I		A2M	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1597	1 Month		A2M	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1598	36 Months		A2M	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1599	60 Months		A2M	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1600	84 Months		A2M	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered
1601	120 Months		A2M	\$ 9.05							18.2%	19.2%								18.2%	19.2%	Grandfathered

Where the tariff and this matrix conflict on service name, one USOC or retail price, 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 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		L Non- Recurring	M Comments
				Monthly	Recurring						Recurring	Non- Recurring		
1597	SWBT Service Name			\$ 3.35							18.2%	18.2%	Grandfathered	
1598	120 Months												Grandfathered	
1599	Monthly Rate, Plan II			\$ 34.00							18.2%	18.2%	Grandfathered	
1600	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1601	1 Month										18.2%	18.2%	Grandfathered	
1602	36 Months			\$ 9.05							18.2%	18.2%	Grandfathered	
1603	60 Months			\$ 9.05							18.2%	18.2%	Grandfathered	
1604	84 Months			\$ 9.05							18.2%	18.2%	Grandfathered	
1605	120 Months			\$ 9.05							18.2%	18.2%	Grandfathered	
1606	20-button Agent					\$ 229.00					18.2%	18.2%	Grandfathered	
1607	Fixed Monthly Rate, Plan I	GE 13.2.1.D.4									18.2%	18.2%	Grandfathered	
1608	1 Month			\$ 1,049.20							18.2%	18.2%	Grandfathered	
1609	36 Months			\$ 34.55							18.2%	18.2%	Grandfathered	
1610	60 Months			\$ 22.50							18.2%	18.2%	Grandfathered	
1611	84 Months			\$ 17.35							18.2%	18.2%	Grandfathered	
1612	120 Months			\$ 13.85							18.2%	18.2%	Grandfathered	
1613	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1614	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1615	1 Month			\$ 12.90							18.2%	18.2%	Grandfathered	
1616	36 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1617	60 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1618	84 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1619	120 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1620	20-button Supervisor					\$ 229.00					18.2%	18.2%	Grandfathered	
1621	Fixed Monthly Rate, Plan I	GE 13.2.1.D.4				\$ 6.00					18.2%	18.2%	Grandfathered	
1622	1 Month										18.2%	18.2%	Grandfathered	
1623	36 Months			\$ 1,049.20							18.2%	18.2%	Grandfathered	
1624	60 Months			\$ 34.55							18.2%	18.2%	Grandfathered	
1625	84 Months			\$ 22.50							18.2%	18.2%	Grandfathered	
1626	120 Months			\$ 17.35							18.2%	18.2%	Grandfathered	
1627	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1628	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1629	1 Month			\$ 12.90							18.2%	18.2%	Grandfathered	
1630	36 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1631	60 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1632	84 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1633	120 Months			\$ 12.90							18.2%	18.2%	Grandfathered	
1634	20-button Fixed Lamp Field Agent					\$ 229.00					18.2%	18.2%	Grandfathered	
1635	Fixed Monthly Rate, Plan I	GE 13.2.1.D.4				\$ 6.00					18.2%	18.2%	Grandfathered	
1636	1 Month										18.2%	18.2%	Grandfathered	
1637	36 Months			\$ 1,139.40							18.2%	18.2%	Grandfathered	
1638	60 Months			\$ 37.50							18.2%	18.2%	Grandfathered	
1639	84 Months			\$ 24.40							18.2%	18.2%	Grandfathered	
1640	120 Months			\$ 18.85							18.2%	18.2%	Grandfathered	
1641	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1642	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1643	1 Month			\$ 13.95							18.2%	18.2%	Grandfathered	
1644	36 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1645	60 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1646	84 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1647	120 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1648	20-button Fixed Lamp Field Agent					\$ 229.00					18.2%	18.2%	Grandfathered	
1649	Fixed Monthly Rate, Plan I	GE 13.2.1.D.4				\$ 6.00					18.2%	18.2%	Grandfathered	
1650	1 Month										18.2%	18.2%	Grandfathered	
1651	36 Months			\$ 1,139.40							18.2%	18.2%	Grandfathered	
1652	60 Months			\$ 37.50							18.2%	18.2%	Grandfathered	
1653	84 Months			\$ 24.40							18.2%	18.2%	Grandfathered	
1654	120 Months			\$ 18.85							18.2%	18.2%	Grandfathered	
1655	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1656	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1657	1 Month			\$ 13.95							18.2%	18.2%	Grandfathered	
1658	36 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1659	60 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1660	84 Months			\$ 13.95							18.2%	18.2%	Grandfathered	
1661	120 Months			\$ 13.95							18.2%	18.2%	Grandfathered	

For the tariff, see the tariff, or, refer to the tariff.

SWBT MISSOURI															M
1	A	B	C	E		F	G	H	I	J	K	L		Comments	
				SWBT Retail Price	SWBT Wholesale Offered Discount							Recurring	Non-Recurring		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect. Para)	USOC	Monthly Recurring	Service Charge/Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Message Charge	Message Charge		Recurring	Non-Recurring		
1653	20-button Fixed Lamp Field, Supervisor	GE 13.2.1.D.4			\$ 225.00							19.2%	19.2%	Grandfathered	
1654	Svc & Equipment				\$ 6.00							19.2%	19.2%	Grandfathered	
1655	Fixed Monthly Rate, Plan I											19.2%	19.2%	Grandfathered	
1656	1 Month			\$ 1,139.40								19.2%	19.2%	Grandfathered	
1657	36 Months		A2P	\$ 37.50								19.2%	19.2%	Grandfathered	
1658	60 Months		A2P	\$ 24.40								19.2%	19.2%	Grandfathered	
1659	84 Months		A2P	\$ 18.65								19.2%	19.2%	Grandfathered	
1660	120 Months		A2P	\$ 14.80								19.2%	19.2%	Grandfathered	
1661	Monthly Rate, Plan II		A2P	\$ 53.90								19.2%	19.2%	Grandfathered	
1662	Variable Monthly Rate, Plan I		A2P									19.2%	19.2%	Grandfathered	
1663	1 Month		A2P	\$ 13.95								19.2%	19.2%	Grandfathered	
1664	36 Months		A2P	\$ 13.95								19.2%	19.2%	Grandfathered	
1665	60 Months		A2P	\$ 13.95								19.2%	19.2%	Grandfathered	
1666	84 Months		A2P	\$ 13.95								19.2%	19.2%	Grandfathered	
1667	120 Months		A2P	\$ 13.95								19.2%	19.2%	Grandfathered	
1668	20-button Alphabetic Field, Agent	GE 13.2.1.D.4			\$ 225.00							19.2%	19.2%	Grandfathered	
1669	Svc & Equipment				\$ 6.00							19.2%	19.2%	Grandfathered	
1670	Fixed Monthly Rate, Plan I											19.2%	19.2%	Grandfathered	
1671	1 Month		A2K	\$ 1,858.25								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	Variable Monthly Rate, Plan I		A2K									19.2%	19.2%	Grandfathered	
1677	1 Month		A2K	\$ 68.10								19.2%	19.2%	Grandfathered	
1678	36 Months		A2K	\$ 23.10								19.2%	19.2%	Grandfathered	
1679	60 Months		A2K	\$ 23.10								19.2%	19.2%	Grandfathered	
1680	84 Months		A2K	\$ 23.10								19.2%	19.2%	Grandfathered	
1681	120 Months		A2K	\$ 23.10								19.2%	19.2%	Grandfathered	
1682	20-button Alphabetic Field, Supervisor	GE 13.2.1.D.4			\$ 225.00							19.2%	19.2%	Grandfathered	
1683	Svc & Equipment				\$ 6.00							19.2%	19.2%	Grandfathered	
1684	Fixed Monthly Rate, Plan I											19.2%	19.2%	Grandfathered	
1685	1 Month		A2V	\$ 1,858.25								19.2%	19.2%	Grandfathered	
1686	36 Months		A2V	\$ 61.15								19.2%	19.2%	Grandfathered	
1687	60 Months		A2V	\$ 39.80								19.2%	19.2%	Grandfathered	
1688	84 Months		A2V	\$ 30.75								19.2%	19.2%	Grandfathered	
1689	120 Months		A2V	\$ 24.15								19.2%	19.2%	Grandfathered	
1690	Variable Monthly Rate, Plan I		A2V									19.2%	19.2%	Grandfathered	
1691	1 Month		A2V	\$ 68.10								19.2%	19.2%	Grandfathered	
1692	36 Months		A2V	\$ 23.10								19.2%	19.2%	Grandfathered	
1693	60 Months		A2V	\$ 23.10								19.2%	19.2%	Grandfathered	
1694	84 Months		A2V	\$ 23.10								19.2%	19.2%	Grandfathered	
1695	120 Months		A2V	\$ 23.10								19.2%	19.2%	Grandfathered	
1696	Basic Common Equipment, 1st 200 consoles & 14 CR's	GE 13.2.1.D.4			\$ 5,300.00							19.2%	19.2%	Grandfathered	
1697	Svc & Equipment				\$ 6.00							19.2%	19.2%	Grandfathered	
1698	Fixed Monthly Rate, Plan I											19.2%	19.2%	Grandfathered	
1699	1 Month		ASCCOE	\$ 88.087.85								19.2%	19.2%	Grandfathered	
1700	36 Months		ASCCOE	\$ 2,899.95								19.2%	19.2%	Grandfathered	
1701	60 Months		ASCCOE	\$ 1,987.20								19.2%	19.2%	Grandfathered	
1702	84 Months		ASCCOE	\$ 1,458.50								19.2%	19.2%	Grandfathered	
1703	120 Months		ASCCOE	\$ 1,143.80								19.2%	19.2%	Grandfathered	

Where the tariff and fee 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.

APPENDIX - SERVICES / PRICING

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 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	SWBT Service Name											
1765	Cabinet C Assembly, per 6 Data Links	GE 13.2.1.D.4			\$ 415.50					19.2%	Grandfathered	
1766	Svc & Equipment				\$ 6.00					19.2%	Grandfathered	
1767	Fixed Monthly Rate, Plan I:									19.2%	Grandfathered	
1768	1 Month		ASEAS	\$ 4,476.60						19.2%	Grandfathered	
1769	36 Months		ASEAS	\$ 147.45						19.2%	Grandfathered	
1770	60 Months		ASEAS	\$ 95.95						19.2%	Grandfathered	
1771	84 Months		ASEAS	\$ 74.15						19.2%	Grandfathered	
1772	120 Months		ASEAS	\$ 58.15						19.2%	Grandfathered	
1773	Monthly Rate, Plan II:									19.2%	Grandfathered	
1774	1 Month		ASEAS	\$ 180.05						19.2%	Grandfathered	
1775	36 Months		ASEAS	\$ 22.30						19.2%	Grandfathered	
1776	60 Months		ASEAS	\$ 22.30						19.2%	Grandfathered	
1777	84 Months		ASEAS	\$ 22.30						19.2%	Grandfathered	
1778	120 Months		ASEAS	\$ 22.30						19.2%	Grandfathered	
1779	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1780	1 Month		ASEAS	\$ 74.00						19.2%	Grandfathered	
1781	36 Months		ASEAS	\$ 6.00						19.2%	Grandfathered	
1782	60 Months		ASEAS	\$ 6.00						19.2%	Grandfathered	
1783	84 Months		ASEAS	\$ 6.00						19.2%	Grandfathered	
1784	120 Months		ASEAS	\$ 6.00						19.2%	Grandfathered	
1785	Variable Monthly Rate, Plan II:									19.2%	Grandfathered	
1786	1 Month		ASEAS	\$ 804.10						19.2%	Grandfathered	
1787	36 Months		ASEAS	\$ 26.45						19.2%	Grandfathered	
1788	60 Months		ASEAS	\$ 17.25						19.2%	Grandfathered	
1789	84 Months		ASEAS	\$ 13.30						19.2%	Grandfathered	
1790	120 Months		ASEAS	\$ 10.45						19.2%	Grandfathered	
1791	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1792	1 Month		ASEAS	\$ 34.60						19.2%	Grandfathered	
1793	36 Months		ASEAS	\$ 9.90						19.2%	Grandfathered	
1794	60 Months		ASEAS	\$ 9.90						19.2%	Grandfathered	
1795	84 Months		ASEAS	\$ 9.90						19.2%	Grandfathered	
1796	120 Months		ASEAS	\$ 9.90						19.2%	Grandfathered	
1797	Common Equipment for CRT									19.2%	Grandfathered	
1798	Svc & Equipment				\$ 379.00					19.2%	Grandfathered	
1799	Fixed Monthly Rate, Plan I:				\$ 6.00					19.2%	Grandfathered	
1800	1 Month		ASOCE	\$ 641.60						19.2%	Grandfathered	
1801	36 Months		ASOCE	\$ 37.70						19.2%	Grandfathered	
1802	60 Months		ASOCE	\$ 18.05						19.2%	Grandfathered	
1803	84 Months		ASOCE	\$ 13.95						19.2%	Grandfathered	
1804	120 Months		ASOCE	\$ 10.95						19.2%	Grandfathered	
1805	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1806	1 Month		ASOCE	\$ 36.75						19.2%	Grandfathered	
1807	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1808	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1809	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1810	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1811	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1812	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1813	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1814	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1815	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1816	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1817	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1818	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1819	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1820	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1821	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1822	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1823	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1824	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1825	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1826	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1827	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1828	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1829	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1830	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1831	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1832	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1833	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1834	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1835	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1836	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1837	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1838	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1839	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1840	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1841	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1842	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1843	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1844	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1845	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1846	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1847	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1848	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1849	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1850	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1851	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1852	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1853	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1854	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1855	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1856	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1857	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1858	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1859	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1860	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1861	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1862	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1863	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1864	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1865	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1866	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1867	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1868	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1869	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1870	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1871	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1872	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1873	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1874	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1875	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1876	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1877	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1878	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1879	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1880	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1881	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1882	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1883	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1884	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1885	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1886	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1887	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1888	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1889	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1890	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1891	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1892	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1893	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1894	120 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1895	Variable Monthly Rate, Plan I:									19.2%	Grandfathered	
1896	1 Month		ASOCE	\$ 6.05						19.2%	Grandfathered	
1897	36 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1898	60 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1899	84 Months		ASOCE	\$ 6.05						19.2%	Grandfathered	
1900	120 Months		ASOCE	\$ 6.05						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.

APPENDIX - SERVICES / PRICING

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

SWBT MISSOURI													M																									
A													B		C		E		F		G		H		I		J		K		L		M					
SWBT Service Name													Missouri Tariff		USOC		Monthly		Service		Per Use		Minute		Message		Usage		Recurring		Non-Recurring		Comments					
Monthly Rate, Plan I													Cite (Name, Sect. Para)		ASOBW		\$ 182.75		Charge/Non-Recurring		Charge		Charge		Charge		Charge		Charge		Charge		Charge		Grandfathered			
1821	Variable Monthly Rate, Plan I																																					
1822	1 Month																																					
1823	36 Months																																					
1824	60 Months																																					
1825	84 Months																																					
1826	120 Months																																					
1827																																						
1828																																						
1829	1st Color CRT												GE 13.2.1 D.4																									
1830	Svc & Equipment																																					
1831	Fixed Monthly Rate, Plan I																																					
1832	1 Month																																					
1833	36 Months																																					
1834	60 Months																																					
1835	84 Months																																					
1836	120 Months																																					
1837	Monthly Rate, Plan II																																					
1838	Variable Monthly Rate, Plan I																																					
1839	1 Month																																					
1840	36 Months																																					
1841	60 Months																																					
1842	84 Months																																					
1843	120 Months																																					
1844																																						
1845	Black & White CRTs, each												GE 13.2.1 D.4																									
1846	Svc & Equipment																																					
1847	Fixed Monthly Rate, Plan I																																					
1848	1 Month																																					
1849	36 Months																																					
1850	60 Months																																					
1851	84 Months																																					
1852	120 Months																																					
1853	Monthly Rate, Plan II																																					
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1855	1 Month																																					
1856	36 Months																																					
1857	60 Months																																					
1858	84 Months																																					
1859	120 Months																																					
1860																																						
1861	Color CRT, each												GE 13.2.1 D.4																									
1862	Svc & Equipment																																					
1863	Fixed Monthly Rate, Plan I																																					
1864	1 Month																																					
1865	36 Months																																					
1866	60 Months																																					
1867	84 Months																																					
1868	120 Months																																					
1869	Monthly Rate, Plan II																																					
1870	Variable Monthly Rate, Plan I																																					
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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 Rate	Price						SWBT Wholesale Offered Discount	Non-Resale Discount		
1	SWBT MISSOURI	Missouri Tariff (See Note, Sec. Part)	USOC	Monthly Recurring	Charge/Non-Recuring	Per Use Charge	Minute Charge	Message Charge	Message Charge	Recuring	18.2%	18.2%	Grandfathered	
2	SWBT Service Name													
1877	Emergency Alert Arrangement	GE 13.1 D.4									18.2%	18.2%	Grandfathered	
1878	Per 25 Consoles, Alert	GE 13.1 D.4									18.2%	18.2%	Grandfathered	
1879	Fixed Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1880	1 Month		ABSA	483.55							18.2%	18.2%	Grandfathered	
1881	36 Months		ABSA	15.90							18.2%	18.2%	Grandfathered	
1882	60 Months		ABSA	10.35							18.2%	18.2%	Grandfathered	
1883	84 Months		ABSA	8.00							18.2%	18.2%	Grandfathered	
1884	120 Months		ABSA	6.50							18.2%	18.2%	Grandfathered	
1885	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1886	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1887	1 Month		ABSA	5.90							18.2%	18.2%	Grandfathered	
1888	36 Months		ABSA	5.90							18.2%	18.2%	Grandfathered	
1889	60 Months		ABSA	5.90							18.2%	18.2%	Grandfathered	
1890	84 Months		ABSA	5.90							18.2%	18.2%	Grandfathered	
1891	120 Months		ABSA	5.90							18.2%	18.2%	Grandfathered	
1892	Per 25 Consoles, Alert only of Supervising	GE 13.2 I.D.4									18.2%	18.2%	Grandfathered	
1893	Fixed Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1894	1 Month		ABSA	344.55							18.2%	18.2%	Grandfathered	
1895	36 Months		ABSA	8.05							18.2%	18.2%	Grandfathered	
1896	60 Months		ABSA	5.25							18.2%	18.2%	Grandfathered	
1897	84 Months		ABSA	4.05							18.2%	18.2%	Grandfathered	
1898	120 Months		ABSA	3.20							18.2%	18.2%	Grandfathered	
1899	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1900	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1901	1 Month		ABSA	5.65							18.2%	18.2%	Grandfathered	
1902	36 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1903	60 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1904	84 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1905	120 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1906	Service Supervising of Agent Console	GE 13.1 D.4									18.2%	18.2%	Grandfathered	
1907	Per 25 consoles	GE 13.2 I.D.4									18.2%	18.2%	Grandfathered	
1908	Fixed Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1909	1 Month		ABSA	744.55							18.2%	18.2%	Grandfathered	
1910	36 Months		ABSA	6.05							18.2%	18.2%	Grandfathered	
1911	60 Months		ABSA	5.25							18.2%	18.2%	Grandfathered	
1912	84 Months		ABSA	4.05							18.2%	18.2%	Grandfathered	
1913	120 Months		ABSA	3.20							18.2%	18.2%	Grandfathered	
1914	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1915	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1916	1 Month		ABSA	5.65							18.2%	18.2%	Grandfathered	
1917	36 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1918	60 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1919	84 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1920	120 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1921	Service Supervising of Agent Console	GE 13.2 I.D.4									18.2%	18.2%	Grandfathered	
1922	Per 25 consoles	GE 13.2 I.D.4									18.2%	18.2%	Grandfathered	
1923	Fixed Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1924	1 Month		ABSA	744.55							18.2%	18.2%	Grandfathered	
1925	36 Months		ABSA	6.05							18.2%	18.2%	Grandfathered	
1926	60 Months		ABSA	5.25							18.2%	18.2%	Grandfathered	
1927	84 Months		ABSA	4.05							18.2%	18.2%	Grandfathered	
1928	120 Months		ABSA	3.20							18.2%	18.2%	Grandfathered	
1929	Monthly Rate, Plan II										18.2%	18.2%	Grandfathered	
1930	Variable Monthly Rate, Plan I										18.2%	18.2%	Grandfathered	
1931	1 Month		ABSA	5.65							18.2%	18.2%	Grandfathered	
1932	36 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	
1933	60 Months		ABSA	5.65							18.2%	18.2%	Grandfathered	

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

EXHIBIT A - LIST OF SWBT TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

1	A	B	C	E		F	G	H	I	J	K		L	M
				SWBT Retail Price	Service Charge Non-Recurring						SWBT Wholesale Offered Discount	Non-Recurring		
2	SWBT Service Name	Missouri Term (See Note)	USOC	Monthly Recurring	Monthly Recurring									
1833	34 Months		ASR/CU	4.50							18.2%	18.2%	Grandfathered	
1834	120 Months		ASR/CU	3.50							18.2%	18.2%	Grandfathered	
1835	Monthly Rate, Plan II		ASR/CU	12.45							18.2%	18.2%	Grandfathered	
1836	Variable Monthly Rate, Plan I		ASR/CU								18.2%	18.2%	Grandfathered	
1837	1 Month		ASR/CU	3.65							18.2%	18.2%	Grandfathered	
1838	36 Months		ASR/CU	3.65							18.2%	18.2%	Grandfathered	
1839	60 Months		ASR/CU	3.65							18.2%	18.2%	Grandfathered	
1840	84 Months		ASR/CU	3.65							18.2%	18.2%	Grandfathered	
1841	120 Months		ASR/CU	3.65							18.2%	18.2%	Grandfathered	
1842	120 Months		ASR/CU								18.2%	18.2%	Grandfathered	
1843	Agent Status Display Console	GE 132104									18.2%	18.2%	Grandfathered	
1844	Fixed 3 Console, each	GE 132104			300.00						18.2%	18.2%	Grandfathered	
1845	Fixed Monthly Rate, Plan I		ASR		5.50						18.2%	18.2%	Grandfathered	
1846	1 Month		ASR	906.90							18.2%	18.2%	Grandfathered	
1847	36 Months		ASR	28.45							18.2%	18.2%	Grandfathered	
1848	60 Months		ASR	19.45							18.2%	18.2%	Grandfathered	
1849	84 Months		ASR	15.00							18.2%	18.2%	Grandfathered	
1850	120 Months		ASR	11.75							18.2%	18.2%	Grandfathered	
1851	Monthly Rate, Plan II		ASR	40.60							18.2%	18.2%	Grandfathered	
1852	Variable Monthly Rate, Plan I		ASR								18.2%	18.2%	Grandfathered	
1853	1 Month		ASR	6.65							18.2%	18.2%	Grandfathered	
1854	36 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1855	60 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1856	84 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1857	120 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1858	120 Months		ASR								18.2%	18.2%	Grandfathered	
1859	Each Additional Console	GE 132104			300.00						18.2%	18.2%	Grandfathered	
1860	Fixed Monthly Rate, Plan I		ASR		5.50						18.2%	18.2%	Grandfathered	
1861	1 Month		ASR	906.90							18.2%	18.2%	Grandfathered	
1862	36 Months		ASR	29.45							18.2%	18.2%	Grandfathered	
1863	60 Months		ASR	19.45							18.2%	18.2%	Grandfathered	
1864	84 Months		ASR	15.00							18.2%	18.2%	Grandfathered	
1865	120 Months		ASR	11.75							18.2%	18.2%	Grandfathered	
1866	Monthly Rate, Plan II		ASR	40.60							18.2%	18.2%	Grandfathered	
1867	Variable Monthly Rate, Plan I		ASR								18.2%	18.2%	Grandfathered	
1868	1 Month		ASR	6.65							18.2%	18.2%	Grandfathered	
1869	36 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1870	60 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1871	84 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1872	120 Months		ASR	6.65							18.2%	18.2%	Grandfathered	
1873	120 Months		ASR								18.2%	18.2%	Grandfathered	
1874	System Display & Control Features	GE 132104									18.2%	18.2%	Grandfathered	
1875	Key Control & Alarm Console	GE 132104			362.50						18.2%	18.2%	Grandfathered	
1876	1 Month		ASR								18.2%	18.2%	Grandfathered	
1877	36 Months		ASR	568.45							18.2%	18.2%	Grandfathered	
1878	60 Months		ASR	16.70							18.2%	18.2%	Grandfathered	
1879	84 Months		ASR	12.20							18.2%	18.2%	Grandfathered	
1880	120 Months		ASR	9.40							18.2%	18.2%	Grandfathered	
1881	120 Months		ASR	7.40							18.2%	18.2%	Grandfathered	
1882	120 Months		ASR	29.95							18.2%	18.2%	Grandfathered	

NOTE: 30.00 State charge applies when provided subsequent to initial installation of ACD ESS Type C System if sub to not install

APPENDIX - SERVICES / PRICING

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

1	A	B	C	E	F	G	H	I	J	SWBT Wholesale Offered Discount		M
										Recurring	Non-Recurring	
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			Comments
1989	Variable Monthly Rate, Plan I:									19.2%	19.2%	
1990	1 Month			\$ 6.95						19.2%	19.2%	Grandfathered
1991	36 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1992	60 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1993	84 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1994	120 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1995										19.2%	19.2%	
1996	Call Waiting Indication,									19.2%	19.2%	
1997	Common Equip. per 24 timing states	GE 13.2.1 D.4	A4PCE		\$ 175.00					19.2%	19.2%	Grandfathered
1998	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1999	Fixed Monthly Rate, Plan I - Installation:									19.2%	19.2%	
2000	1 Month			\$ 553.60						19.2%	19.2%	Grandfathered
2001	36 Months			\$ 18.25						19.2%	19.2%	Grandfathered
2002	60 Months			\$ 11.85						19.2%	19.2%	Grandfathered
2003	84 Months			\$ 9.15						19.2%	19.2%	Grandfathered
2004	120 Months			\$ 7.20						19.2%	19.2%	Grandfathered
2005	Monthly Rate, Plan II			\$ 25.30						19.2%	19.2%	Grandfathered
2006	Variable Monthly Rate, Plan I:									19.2%	19.2%	
2007	1 Month			\$ 6.65						19.2%	19.2%	Grandfathered
2008	36 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2009	60 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2010	84 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2011	120 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2012										19.2%	19.2%	
2013	Apartment Door Answering	GE 13.3								19.2%	19.2%	A
2014	Common Equip. (AXT), max of 400 terminations in 4 entrances, incl. 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 entrances, incl. facilities betw. lobby and co.	GE 13.3.3	PVLSL	\$ 192.10	\$ 200.00					19.2%	19.2%	
2016	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
2017										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	P89	\$ 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 break	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%	
2031	First 100 DID #'s 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%	
2033	Each add 100 #'s 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%	
2035	First 10 DID #'s assigned	GE 13.7.1.B	NDZ	\$ 5.00	\$ 165.00					19.2%	19.2%	All rates are (NR)
2036	Svc & Equipment				\$ 5.50					19.2%	19.2%	

Where the tariff and this 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.

APPENDIX - SERVICES / PRICING

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			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
												Installation charge does not apply when customer moves within same central office with no number change. Monthly rate and installation charge are (NR)
2037	Each add. 10 DID #s assigned over initial block	GE 13.7.1.B	NDA	\$ 5.00	\$ 10.00					19.2%	19.2%	
2038	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2039	Removal of # from DID Block, per DID #	GE 13.7.1.B	REARZ		\$ 10.00					19.2%	19.2%	
2040	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2041										19.2%	19.2%	
2042	DID Trunk termination:									19.2%	19.2%	
2043	With Dial Pulse Signal, per trunk	GE 13.7.1.B	NDT	\$ 47.10	\$ 15.75					19.2%	19.2%	
2044	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2045	With Multi-frequency Signal	GE 13.7.1.B	NTP	\$ 47.10	\$ 15.75					19.2%	19.2%	
2046	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2047	With Dual Tone Multi-frequency Signal	GE 13.7.1.B	NMD	\$ 47.10	\$ 138.00					19.2%	19.2%	
2048	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2049										19.2%	19.2%	
2050	AIOD Service from Customer Premises:	GE 13.7.2								19.2%	19.2%	
2051	First 10 trunks or Network Access Lines in Group,									19.2%	19.2%	
2052	minimum charge	GE 13.7.2.B	NDK	\$ 345.75	\$ 262.50					19.2%	19.2%	See Private Line Service Tariff for rates applicable to data channel Type 322.
2053	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2054	11-50 Trunks or Network Access Lines in group,									19.2%	19.2%	
2055	per trunk or line	GE 13.7.2.B	NDL	\$ 27.15	\$ 26.25					19.2%	19.2%	
2056	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2057										19.2%	19.2%	
2058	51+ Trunks or Network Access Lines in group,									19.2%	19.2%	
2059	per trunk or line	GE 13.7.2.B	NDM	\$ 27.15	\$ 26.25					19.2%	19.2%	
2060	Svc & 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%	
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	\$ 1.60						19.2%	19.2%	Grandfathered
2066										19.2%	19.2%	
2067	Group Alerting and Dispatching									19.2%	19.2%	
2068	Line Amplifier per line	GE 13.10.2								19.2%	19.2%	
2069										19.2%	19.2%	
2070	Large Systems - Common Equip	GE 13.10.2								19.2%	19.2%	
2071	Initial One - Cent Off 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. line 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%	

See the tariff for conflict on service name, etc. USOC refers to the tariff. If not in the tariff, see individual tariff.