

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF
THE TELECOMMUNICATIONS ACT OF 1996**

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

AMERICAN COMMUNICATIONS SERVICES, INC.

MISSOURI

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is by and between Southwestern Bell Telephone Company, a Missouri Corporation ("SWBT"), and American Communications Services, Inc., a Delaware Corporation, ("ACSI") on behalf of its Missouri operating subsidiaries.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to end users predominantly over their respective telephone exchange service facilities in Missouri; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 ("the Act") and additional services as set forth herein; and

WHEREAS, for purposes of this Agreement, the Parties intend to operate where SWBT is the incumbent local exchange carrier and ACSI, a competitive local exchange carrier, is certified by the Missouri Public Service Commission, as required.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and SWBT hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are defined in the Act (as defined below) are set forth in Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "Affiliate" is as defined in the Act.

1.3 "As defined in the Act" means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.4 "As described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 "Automatic Number Identification" or "ANI" is a switching system feature that forwards the telephone number of the calling party and is used for screening, routing and billing purposes.

1.6 "Busy Line Interrupt" or "BLI" is performed when one Party's operator bureau interrupts a telephone number in progress after Line Status Verification has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting.

1.7 "Calling Party Number" or "CPN" is a feature of signaling system 7 (SS7) protocol whereby the ten (10) digit number of the calling party is forwarded from the end office.

1.8 "Central Office Switch" means a single switching system within the public switched telecommunications network, including the following:

- (i) "End Office Switches" which are Class 5 switches where end user Exchange Services are directly connected and offered; and
- (ii) "Tandem Office Switches" are switches used to connect and switch trunk circuits between Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches.

1.9 "CLASS Features" mean certain CCS-based features available to end users including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.10 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the collocated equipment in the Housing Party's premises.

1.11 "Commission" or PSC means the Missouri Public Service Commission.

1.12 "Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

1.13 "Cross Connect" means the unbundled network element which is used to designate connection between: i) the SWBT distribution frame and an unbundled network element component, or ii) two unbundled network element components, or iii) the SWBT distribution frame and the tie cable termination point for ACSI collocation.

1.14 "Dialing Parity" is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.15 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.16 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.17 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.18 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.19 "End User" means a third-party residence or business, that subscribes to Telecommunications Services provided by either of the Parties, or by another telecommunications service provider.

1.20 "Exchange Access" is as defined in the Act.

1.21 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.22 "FCC" means the Federal Communications Commission.

1.23 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.24 "Interconnection" is as Described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.25 "Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.

1.26 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services. For purposes of the Transmission and Routing of Exchange Access Traffic pursuant to 251(c)(2) of this Agreement, the term "IXC" includes any entity which purchases FGB or FGD Switched Exchange Access Service in order to originate or terminate traffic to/from ACSI's end users.

1.27 "Interim Number Portability" or "INP" is as described in the Act.

1.28 "InterLATA" is as defined in the Act.

1.29 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.30 "Line Status Verification" or "LSV" or "Busy Line Verify" or "BLV" is performed when one Party's end user requests assistance from the operator bureau to determine if the called line of the other Party is in use.

1.31 "Local Access and Transport Area" or "LATA" is as defined in the Act.

1.32 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.33 "Local Traffic," for purposes of intercompany compensation, is if: (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

1.34 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.35 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA. The latest release is issue No. 5, dated June 1994.

1.36 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers. The latest release is issue No. 3, dated February 1996.

1.37 "Meet-Point Billing" or "MPB" refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for switched access service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.

1.38 "Metropolitan Exchange Area" means a geographical area defined in SWBT current tariffs effective as a metropolitan exchange local calling area. For example, Dallas, Ft. Worth, Houston, Little Rock, Oklahoma City, St. Louis, and Austin would be examples of Metropolitan Exchange Areas.

1.39 "Network Element Bona Fide Request" means the process described in Appendix UNE that is attached hereto and incorporated herein that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element

1.40 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.41 "Number Portability" is as defined in the Act.

1.42 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.43 "Party" means either SWBT or ACSI, and "Parties" means SWBT and ACSI.

1.44 "Reciprocal Compensation" is as Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.

1.45 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include, but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.46 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.47 "Technically Feasible Point" is as described in the Act.

1.48 "Telecommunications" is as defined in the Act.

1.49 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.50 "Telecommunications Carrier" is as defined in the Act.

1.51 "Telecommunications Service" is as defined in the Act.

1.52 "Telephone Exchange Service" is as defined in the Act.

1.53 "Telephone Toll Service" s as defined in the Act.

1.54 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits, Schedules, and Appendices shall be deemed to be references to Sections of, and Exhibits, Schedules and Appendices to this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including SWBT or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as

amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment shall be pursuant to Sections 251(c)(2), 252(d)(1) and 271(c)(2)(B)(i) for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic. Such interconnection shall be established on or before the corresponding "Interconnection Activation Date" shown for each such Metropolitan Exchange Area on Appendix DCO attached hereto and incorporated by reference. Appendix DCO may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Metropolitan Exchange Areas by modifying or updating Appendix DCO.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Scope

This Section describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Such Interconnections shall be equal in quality to that provided by the Parties to themselves or to any subsidiary, affiliate or Third Party. Appendix ITR attached hereto and incorporated by reference prescribes the specific trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section to provide the facilities for the transmission and routing of Telephone Exchange Service traffic, Exchange Access traffic, LSV/BLI traffic, E911/911 traffic. Use of this physical connection shall be limited to the trunk groups described in Appendix ITR, until such time as the Parties mutually agree to expansion of the use of this physical connection.

4.2 Interconnection Coverage

The Parties shall provide for interoperation of their networks and shall interconnect their facilities as stated below:

4.2.1. ACSI shall interconnect with SWBT's facilities as follows:

- a. In each SWBT exchange area in which ACSI chooses to offer local exchange service, ACSI, at a minimum, will interconnect its network facilities to: (a) each SWBT access tandem(s), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) ("EO") subtending that local tandem(s). SWBT EOs and tandems through which ACSI will terminate its traffic will be called SWBT Interconnection Wire Centers and are identified

in Appendix DCO. As ACSI initiates Exchange Service operations in additional SWBT exchange areas, SWBT and ACSI shall agree upon additional SWBT Interconnection Wire Centers in each new exchange area. ACSI agrees that if SWBT establishes additional tandems in an exchange area within which ACSI offers local exchange service, ACSI will interconnect to the additional tandems.

- b. Interconnection to a SWBT local tandem(s) will provide ACSI local access to the SWBT end offices and NXXs which subtend that tandem(s), and to other Local Exchange Carriers ("LECs") (subject to Section "Reciprocal Compensation for Transit Traffic") which are connected to that tandem(s). Interconnection to SWBT EO(s) will provide ACSI access only to the NXXs served by that individual EO(s) to which ACSI interconnects.
- c. Interconnection to a SWBT access tandem will provide ACSI interexchange access to SWBT, IXC, LECs and CMRS providers (subject to Section "Wireless Traffic") which are connected to that tandem. Where an access tandem also provides local tandem functions, interconnection to a SWBT access tandem serving that exchange will also provide ACSI access to SWBT's EOs with the same functionality described in (b) above.
- d. Where ACSI requires ancillary services (e.g., Directory Assistance, Operator Assistance, E911/911) additional interconnection to SWBT's Interconnection Wire Center(s) or special trunking will be required for interconnection to such ancillary services.

4.2.2. SWBT shall interconnect with ACSI's facilities under terms and conditions no less favorable than those identified in Section 4.2.1, above.

4.3 Methods for Interconnection

Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties may use the following interconnection methods of each Tandem and End Office identified in Appendix DCO making use of facilities they own or lease from a third party.

4.3.1 Physical Collocation Interconnection ("PCI") - Where ACSI provides fiber cable and connects to its equipment located in the SWBT Wire Center. ACSI owns and maintains ACSI's equipment.

4.3.2 Virtual Collocation Interconnection ("VCI") - Where ACSI provides fiber cable to SWBT for connection to ACSI-designated basic transmission equipment dedicated solely for ACSI's use, located in the SWBT Interconnection Wire Center. SWBT owns and maintains the basic transmission equipment at the SWBT Interconnection Wire Center. This option shall be consistent with the terms of SWBT's virtual collocation tariff.

4.3.3 SONET-Based Interconnection ("SBI") - Where ACSI provides fiber cable to SWBT for connection to SWBT-designated basic transmission equipment located at the SWBT Interconnection Wire Center and dedicated solely for ACSI's use. SWBT owns and maintains the basic transmission equipment. This option shall be consistent with SWBT's SBI tariff.

4.3.4 Leased Facility Interconnection ("LFI") - Where facilities exist, either Party may lease facilities from the other Party at rates no greater than current SWBT Access Tariff rates.

4.3.5 Mid-span Fiber Interconnection ("MSFI") - Where the Parties agree to interconnect through SONET technology, using a Fujitsu or other mutually agreed upon originating line terminating multiplexer fiber optic terminal ("FOT"). Details of this architecture are addressed in Appendix NIM attached hereto and incorporated by reference. This interconnection arrangement is limited to interconnecting trunks.

4.3.6 The Parties may agree to utilize another Interconnection Method as may be determined to be technically feasible in the future.

4.4 Physical Architecture. Using one or more of the Interconnection Methods described in Section 4.3 above, the Parties will agree on a physical architecture plan. This plan will be documented within Appendix DCO. The two architecture arrangements, End Point Meet and Mid-Point Meet, are discussed below. Additional physical architectures, as yet undefined, may evolve during the term of this Agreement. These future as yet undefined architectures can be deployed if mutually agreed upon.

4.4.1 End Point Meet. Using the "End Point Meet" architecture, the Parties will establish transport facilities from their own Central Office(s) to the other party's Central Office(s) utilizing any method of interconnection described in Section 4.3 above. Unless otherwise mutually agreed upon, each Party will use its own transport facilities to provide its trunking as set forth in Appendix ITR. Each Party will be responsible for the appropriate sizing, operation, and maintenance of its own transport facilities. If initially deployed as an End Point Architecture, the deployment architecture may be migrated or groomed, upon mutual agreement, to a Mid-Point Meet architecture.

4.4.2 Mid-Point Meet. Using the Mid-Point Meet architecture, the Parties will agree upon a Network Interconnection Point (NIP). The NIP functions as a demarcation point for each Party. Each Party is responsible to transport all trunking to its side of the NIP utilizing any method of interconnection described in Section 4.3 above. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility and trunking to the NIP.

4.4.2.1 A second NIP can be established to eliminate a "single point of failure" when mutually agreed upon. The establishment of the second NIP should not

require additional or increased trunking or facilities of either Party. Trunking from the initial NIP will be groomed or augmented to the second NIP upon mutual agreement.

4.4.2.2 When required, based on guidelines established pursuant to Appendix ITR, either Party may trunk directly to the other Party's EO. If the Party is virtually or physically collocated to the EO, then that collocation will be designated a NIP. This collocation will be used for the transport of direct EO trunking, in addition to other uses. The collocated Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility. In the instance where the Party is not collocated, the EO trunk group will be handed off at the original NIP and both Parties will be responsible for the transport facility on their side of that NIP.

4.4.2.3 Unless otherwise mutually agreed upon, when Mid-Point Meet architecture has been deployed, it will remain as the architecture of choice during the term of this Agreement.

4.5 Technical Specifications

4.5.1 ACSI and SWBT shall work cooperatively to install and maintain a reliable network. ACSI and SWBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.5.2 ACSI and SWBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.5.3 Technical Publications that describes the practices, procedures, specifications and interfaces generally utilized by SWBT, are listed in Appendix TP attached hereto and incorporated by reference. Appendix TP will herein assist the Parties in meeting their respective Interconnection responsibilities. Copies of the publications listed in Appendix TP have been or shall be provided to ACSI by SWBT.

4.6 Interconnection in Additional Metropolitan Exchange Areas

4.6.1 If ACSI decides to offer Telephone Exchange Services in any other Metropolitan Exchange and Areas in which SWBT also offers Telephone Exchange Services, ACSI shall provide written notice to SWBT of the need to establish Interconnection in such Metropolitan Exchange Areas pursuant to this Agreement.

4.6.2 The notice provided in Section 4.6.1 above shall include: (i) the initial Routing Point ACSI has designated in the Metropolitan Exchange Area; (ii) ACSI's requested Interconnection Activation Date; and (iii) a non-binding forecast of ACSI's trunking requirements.

4.6.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center that ACSI has identified as its initial Routing Point in the Metropolitan Exchange Area as ACSI Interconnection Wire Center ("AIWC") in that Metropolitan Exchange Area and shall designate the SWBT Tandem Office Wire Center within the Metropolitan Exchange Area nearest to the IWC (as measured in airline miles utilizing the V&H coordinates method) as the SWBT Interconnection Wire Center (SIWC) in that Metropolitan Exchange Area.

4.6.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new Metropolitan Exchange Area shall be as soon as reasonably possible, but not later than the one-hundred and fiftieth (150th) day following the date on which ACSI delivered notice to SWBT of the need to establish Interconnection pursuant to Section 4.6.1 above. Within ten (10) business days of SWBT's receipt of ACSI's notice, SWBT and ACSI shall confirm their respective Wire Centers to be Interconnected and the Interconnection Activation Date for the new Metropolitan Exchange Area by attaching a supplementary schedule to Appendix DCO.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

This Section prescribes parameters for Traffic Exchange trunk groups the Parties shall establish over the Interconnections specified in Section 4.0 above. The Parties shall employ the Traffic Exchange trunk groups specified in this Section and in Appendix ITR. The Parties shall employ for the transmission and routing of all Local and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service end users.

5.1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between ACSI and SWBT will be classified as either Local Traffic, Transit Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, or FGA Traffic. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated herein by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its end users.

5.1.2 Calls originated by one Party's end user and terminated to the other Party's end user will be classified as "Local Traffic" under this Agreement if the call: (i) originates and terminates in the same SWBT exchange area; or (ii) originates and terminates

within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

5.2 Responsibilities of the Parties

5.2.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

5.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where available), the originating Calling Party Number (CPN).

5.2.3 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as switched access.

5.2.4 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and ANI will be sent from the originating Party's end office switch to the terminating Party's tandem or end office switch.

5.2.5 Where one Party is passing CPN but the other party is not properly receiving information, the Parties will cooperate to rate the traffic correctly.

5.3 Reciprocal Compensation for Termination of Local Traffic Section 251(b)(5) and Section 271(c)(2)(B)(xiii)

5.3.1 The Compensation set forth below will apply to all Local Traffic as defined in sub-section 5.1.2 of this Agreement.

5.3.2 Applicability of Rates

- i) The rates, terms, conditions in this Section 5.3 apply only to the termination of Local Traffic, except as explicitly noted.
- ii) The Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.

5.3.3 Local Traffic Interconnection Rates

The parties shall reciprocally compensate one another for the termination of local traffic at a rate of \$0.009 per MOU for both end office and tandem terminated traffic. This rate is available solely pursuant to Section 252 (i) of the Act and is not a negotiated rate. This rate shall not be available at the termination of this Agreement, except pursuant to Section 252 (i) of the Act, if applicable.

5.3.4 Pursuant to Section 252 (i) of the Act and not as a result of negotiations, the Parties shall use a de minimus criteria to determine the applicability of the local traffic interconnection rate. For the first nine months of this agreement, there shall be a monthly threshold de minimus level of Local Traffic below which no compensation will be paid by the Parties for termination of Local Traffic, unless the net of such terminating traffic results in Minutes of Use (MOUs) in excess of the threshold. Such de minimus level shall be 105% determined by comparing each Party's monthly MOU calculation. Such minutes of use shall be measured in seconds by call type and accumulated to one minute increments for billing purposes in accordance with industry rounding standards. This provision applies to Local Traffic only, which includes calls originated and terminated to/from mandatory local calling areas, but does not include Transit, CMRS or Optional Calling Area Traffic. The Parties acknowledge and agree that any compensation which might accrue in an amount less than required by this Section shall be considered de minimus, however, the Parties shall exchange all records required under the Agreement even when the traffic exchanged between the Parties is de minimus. Whenever the traffic exchanged between the Parties exceeds the 105% de minimus level, in any given month, the Parties shall bill or settle amongst themselves for all MOUs.

5.4 Reciprocal Compensation for Transit Traffic

5.4.1 Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. The two categories of Transit Traffic are: (i) Local; and (ii) Optional Area. The following details when each element applies:

- (i) The Local Transit Traffic rate element applies when both the originating and terminating end users are within SWBT local and mandatory exchanges.
- (ii) The Optional Area Transit Traffic rate element applies when one end user is in a SWBT optional exchange which is listed in Appendix MAP and the other end user is within the

SWBT local or mandatory exchanges. The Parties agree also to apply the Optional Area Transit rate to traffic terminating to third party incumbent LECs that share a common mandatory local calling area with all SWBT exchanges included in a specific metropolitan exchange area. ILEC mandatory exchanges are listed in Appendix MAP.

5.4.1.1 The Parties acknowledge that traffic originated in third party incumbent LEC mandatory exchange areas as listed in Appendix Map, which is attached hereto and incorporated by reference, may traverse the SWBT tandem and terminate in other third party LEC exchange areas. Although direct connections could be used for this traffic, SWBT agrees to transit this traffic for the rate of \$0.006 per MOU if the other LEC exchanges share a common mandatory local calling area with all SWBT exchanges included in a specific exchange area.

Type of Transit Traffic	Prices Per MOU
Local Transit	\$0.003
Optional Area Transit	\$0.004

5.4.2 All other traffic which transits a tandem shall be treated as Meet-Point Billing Traffic below, unless otherwise agreed.

5.4.3 Each Party represents that it shall not send Local Traffic to the other Party that is destined for the network of a third party unless and until such Party has the authority to exchange traffic with the third party.

5.4.4 SWBT expects that all networks with CCS involved in Transit Service will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and CCS billing functions. In all cases, the Parties are responsible to follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and the terminating third party to facilitate the billing process to the originating network.

5.5 Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic

5.5.1 Optional Calling Area Compensation (OCA) - For the SWBT optional calling areas listed in Appendix Map, the compensation for termination of intercompany traffic will be at a rate of \$0.016 per MOU. This terminating compensation rate applies to all traffic to

and from the exchange(s) listed in Appendix Map, and the associated metropolitan area and is independent of any retail service arrangement established by either ACSI or SWBT.

5.5.2 The parties also agree to apply the OCA compensation rate of \$0.016 per MOU for traffic terminating to ACSI end users in other incumbent LEC exchange that share a common mandatory local calling area with all SWBT exchanges that are included in the metropolitan exchange area. Appendix Map lists the shared mandatory local calling areas.

5.5.3 For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each party's interstate Access Service Tariff.

5.6 Compensation for Origination and Termination of Switched Access Service Traffic to or From an IXC (Meet-Point Billing (MPB) Arrangements)

5.6.1 For interstate, interLATA traffic, terminating compensation will be at access rates as set forth in each Party's own applicable access tariffs.

5.6.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXCs via SWBT's access tandem switch in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. ACSI's Meet Points with SWBT shall be those identified in Appendix DCO and any supplements thereto.

5.6.3 Billing to IXCs for the Switched Exchange Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, ACSI is the Initial Billing Company (IBC) and SWBT is the Subsequent Billing Company (SBC). The assignment of revenues, by rate element, and the Meet-Point Billing percentages applicable to this Agreement are set forth in Appendix DCO. The actual rate values for each element shall be the rates contained in that Party's own applicable access tariffs.

5.6.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

5.6.5 As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly

bill third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Arrangement. Each Party reserves the right to charge the other Party for the recording/processing functions it performs pursuant to the terms and conditions of Appendix Recording attached hereto and incorporated by reference. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

5.6.6 Initially, billing to IXC's for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method, as described in the MECAB document. Each Party will render a bill to the IXC in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

5.6.7 Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. When SWBT performs 800 database queries, SWBT will charge the provider of the Signaling Service Point for the database query in accordance with standard industry practices.

5.6.8 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

5.6.9 Each Party will provide the other with the Exchange Access detailed usage data within thirty (30) days of the end of the billing period. SWBT will perform assembly and editing, messages processing and provision of Access Usage Records in accordance with Appendix Recording, attached hereto and incorporated by reference. Each Party will provide to the other the Exchange Access summary usage data within ten (10) working days after the date that a bill is rendered to the IXC by the initial Party. To the extent ACSI provides SWBT with Access Usage Records, SWBT will compensate ACSI on the same terms as ACSI compensates SWBT per Appendix Recording. SWBT acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At ACSI's request, SWBT will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

5.6.10 Errors may be discovered by ACSI, the IXC or SWBT. Both SWBT and ACSI agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.

5.6.11 In the even. of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall

accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) months of prior usage data, if available.

5.6.12 SWBT shall provide to ACSI billing name, billing address, and CIC of the IXCs in order to comply with the MPB Notification process as outlined in the MECAB document and pursuant to OBF guidelines.

5.7 Billing Arrangements for Compensation for Termination of IntraLATA, Local, Transit, and Optional Calling Area Traffic

5.7.1 Other than for traffic described in sub-section 5.6 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

5.7.1.1 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), previously provided by SWBT to ACSI. Reference to this technical publication is included in Appendix TP. Where ACSI has direct/high usage trunks to a third party with overflow trunking through a SWBT tandem, ACSI must differentiate the originating MOU records for the Parties to ascertain how many MOUs should be compensated as Transit Traffic. If ACSI is unable to so differentiate the originating MOU records, the Parties shall mutually agree upon a surrogate method for calculating Transit Traffic charges owed to SWBT.

5.7.1.2 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

5.7.1.3 Each Party will transmit the summarized originating MOU from Section 5.7.1.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

5.7.1.4 Bills rendered by either Party will be paid within thirty (30) days of receipt subject to subsequent audit verification.

5.7.1.5 MOUs for the rates contained herein will be measured in seconds by call type, in actual conversation seconds, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

5.7.1.6 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Section to determine the total monthly billing to each Party.

5.8 Compensation for "Porting" Optional Calling Area Numbers

In those instances where an Optional Calling Area telephone number is ported, ACSI will compensate SWBT \$12.40 monthly, per ported number.

5.9 Compensation for Ported Traffic

The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each end user's chosen local service provider as if each call to the end user had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the end user's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth below (or other mutually developed and agreed to arrangement) whereby the net terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose end user the INP is provided.

5.9.1 The Parties will treat all ported calls as two separate call segments in the interLATA and intraLATA access billing and local interconnection settlement billing systems.

5.9.2 The Performing Party will quantify the total monthly terminating ported minutes of use to the Receiving Party by each Performing Party's end office.

5.9.3 The Performing Party will quantify the total monthly interstate, intrastate, and local minutes of use in those Performing Party's end offices in accordance with Section 5.9.2 above in order to determine the jurisdictional percentages. The Receiving party shall have the right to audit those percentages, not to exceed once per quarter. The Performing Party shall provide the Receiving Party with detailed summary reporting on a total calling area basis each month.

5.9.4 Each month, using the percentages developed pursuant to Section 5.9.3 above, the Performing Party will calculate by end office the interstate and intrastate access adjustment amounts from the initial billing amounts under Section 5.9.1 for subsequent payment to the Receiving party. This adjustment will be based on the Performing Party's interstate and intrastate access rates utilizing the applicable rate elements, i.e., carrier common line (CCL), residual interconnection charge (RIC), local switching (LS), local transport termination (LTT), and local transport facility (LTF).

5.9.5 Each month the Performing Party will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Section 5.9.1. The billing credit for these non-local calls will be included with the calculation under Section 5.9.4 for subsequent reimbursement to the Performing Party on a net payment basis by the Receiving Party.

5.9.6 Each month, the Performing Party will calculate an Optional EAS settlement additive payable to the Receiving Party applicable to the nontoll ported volumes remaining after the computations under Sections 5.9.3, 5.9.4, and 5.9.5. This will be based on the monthly relationship of Local and Optional EAS volumes of nonported Traffic that the Performing Party originates to the Receiving Party. The EAS settlement additive will be included with the calculations under 5.9.4 for subsequent reimbursement to the Receiving Party by the Performing Party.

5.9.7 The net terminating compensation will be reflective of the following:

(Local Traffic times the Reciprocal Compensation Rate) plus
(Optional EAS traffic times the Optional EAS compensation rate
plus (Intrastate Access Traffic times SWBT's applicable intrastate
access rates) plus (Interstate Access Traffic times SWBT's
applicable interstate access rates).

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

This Section prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections Method(s) above, for the transmission and routing of Exchange Access traffic between ACSI Telephone Exchange Service end users and IXC's via a SWBT access tandem.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks as described in Appendix ITR, by which will jointly provide tandem-transported Switched Exchange Access Services to IXC's to enable ACSI's end users to originate and terminate traffic to/from such IXC's.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Switched Exchange Access to allow ACSI end users to originate and terminate traffic to/from any IXC's which is connected to a SWBT Access Tandem. In addition, the trunks shall be used to allow ACSI's end users to connect to, or be connected to, the 800 Services of any Telecommunications Carrier connected to the SWBT Access Tandem.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 At such time as the Parties agree to route intraLATA Information Services Traffic to one another, they shall agree to exchange rating and billing information to effectively allow the Parties to bill their end users and to charge reciprocal rates.

7.2 Line Status Verification (LSV)/Busy Line Interrupt (BLI) Traffic

7.2.1 Each Party's operator bureau shall accept LSV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/BLI Traffic between the Parties' networks. Only one LSV attempt will be made per end user operator bureau call, and the applicable charge shall apply whether or not the line is busy at the time of verification or if the called party agrees to release the line. Only one BLI attempt will be made per end user operator telephone call, and the applicable charge shall apply whether or not the line is in use at the time of interrupt or the called party releases the line.

7.2.2 Each Party shall route LSV/BLI Traffic inquiries between the Parties' respective operator bureaus over trunks described in Appendix ITR..

7.2.3 Each Party shall compensate the other Party for LSV/BLI Traffic as set forth in Appendix OS attached hereto and incorporated by reference, unless otherwise negotiated.

7.3 Wireless Traffic

7.3.1 Appendix Wireless, attached hereto and incorporated by reference sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If one Party enters into an interconnection agreement with a CMRS provider, Appendix Wireless shall no longer be applicable between the Parties with respect to such CMRS providers, and the other Party shall be obligated to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.

7.3.2 ACSI shall pay the Local Transit Traffic rate to SWBT for calls that originate on ACSI's network and are sent to SWBT for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. SWBT shall pay the Local Transit Traffic rate to ACSI for such calls that originate on SWBT's network are sent through ACSI for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network.

7.3.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and ACSI, the traffic will be rated either as Local, Optional or Access and the appropriate compensation rate shall be paid by the originating Party to the transiting Party. The originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for such traffic.

8.0 SIGNALING

8.1 The SWBT signaling publications that describe the practices, procedures and specifications generally utilized by SWBT for signaling purposes and are listed in Appendix TP which is attached hereto and incorporated herein. A copy of these publications have been provided to ACSI.

8.2 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

8.3 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

8.4 SWBT's standard intervals for installation, maintenance, and repair as it applies to Feature Group D Switched Exchange Access Services will be used for Interconnection as specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. ACSI shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith.

9.0 NUMBERING

9.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the

Central Office Code Assignment Guidelines¹, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

9.2 At a minimum, in those Metropolitan Exchange Areas where ACSI intends to provide local exchange service, ACSI shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable ACSI and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

9.3 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

9.4 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT commits to treat ACSI requests for assignment of central office code(s) in a neutral and nondiscriminatory manner, consistent with regulatory requirements, and (NXX) Central Office Code Assignment Guidelines.

9.5 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

9.6 It shall be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG). However, upon the request of ACSI, SWBT shall perform LERG updates for ACSI. The charge for such service shall be One Hundred Ten Dollars (\$110) per NXX. SWBT shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of ACSI's data into the LERG other than direct damages. ACSI's direct damages shall not exceed the amount of the charges paid to SWBT by ACSI for LERG input under this Agreement.

9.7 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

¹ Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

9.8 NXX Migration. Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges of Ten Thousand Dollars (\$10,000) per NXX.

10.0 RESALE -- SECTIONS 251(b)(1); 251(c)(4); 252(d)(3); and 271(c)(2)(B)(xiv);

10.1 Availability of SWBT Retail Telecommunications Services for Resale

SWBT shall offer to ACSI for resale at wholesale rates its Telecommunications Services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of Appendix Resale attached hereto and incorporated herein by this reference.

10.2 Availability of ACSI Retail Telecommunication Services for Resale

ACSI shall make available its Telecommunications Services for resale to SWBT in accordance with Section 251(b)(1) of the Act.

11.0 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3), 271(c)(2)(B)(ii),(iv),(v),(vi),(x)

11.1 SWBT shall provide ACSI access to unbundled network elements for the provision of a telecommunication service as described in Section 251(c)(3) and 271(c)(2)(B) of the Act, pursuant to the terms and conditions of Appendix UNE attached hereto and incorporated herein by this reference.

11.2 ACSI shall make available access to its Unbundled Network elements in accordance with Section 251(c)(3) of the Act.

12.0 NOTICE OF CHANGES -- SECTION 251(c)(5)

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. Notwithstanding the foregoing, if either Party establishes additional tandems in an exchange area in which the other Party offers local exchange service, that Party will provide the other Party with not less than one-hundred eighty (180) days' advance notification of same, and with greater notification when practicable. Both Parties agree to coordinate interconnection matters consistent with the requirements of the Americans with Disabilities Act (42 U.S.C. 12101) and with Sections 255 and 256 of the Act. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, as may be amended from time to time. The Party upgrading its network shall be solely responsible for the cost and effort of accommodating such changes in its own network.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 SWBT shall provide to ACSI Physical Collocation space necessary for Interconnection (pursuant to Section Interconnection of this Agreement) or access to Network Elements on an unbundled basis except that SWBT may provide for Virtual Collocation if SWBT demonstrates that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. SWBT shall provide such Collocation for the purpose of Interconnection or access to Network Elements on an unbundled basis, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission, subject to applicable federal and state tariffs. Attached as Appendix NIM and incorporated herein by this reference is a model Physical Collocation agreement which sets forth the standard terms and conditions applicable to such Physical Collocation arrangements.

13.2 Except as otherwise ordered by the Commission or the FCC, or as mutually agreed to by ACSI and SWBT, Physical Collocation shall be available at a Central Office Switch location classified as an end office location, a serving wire center, a tandem office location, or a remote node that serves as a rating point for special access or switched access transport.

13.3 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, ACSI agrees to provide to SWBT upon SWBT's Network Element Bona Fide Request and subject to space availability, Collocation of equipment for purposes of Interconnection (pursuant to Section 4.0) on a nondiscriminatory basis and at comparable rates, terms and conditions as ACSI may provide to other third parties. ACSI shall provide such Collocation subject to applicable tariffs or contracts.

13.4 At its option, either Party may elect to simultaneously have both physical and virtual collocation arrangements in the same Central Office and at a Physical Collocation site may fully utilize all such arrangements by disconnecting existing circuits and adding new circuits upon request and payment of appropriate charges.

13.5 Where ACSI is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, ACSI may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation in which case SWBT shall coordinate the construction and rearrangement with ACSI of its equipment (transmission and IDLC) and circuits for which ACSI shall pay SWBT at applicable agreement or tariff rates. In addition, all applicable Physical Collocation recurring and nonrecurring charges shall apply.

13.6 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection if applicable, to services or facilities as described in applicable tariffs or contracts.

13.7 ACSI acknowledges receipt of SWBT's Technical Publication for Physical Collocation (sixth revision 02/18/97) and agrees to comply with the terms described therein, except to the extent such terms conflict with other terms herein or those contained in the Physical Collocation agreement attached. SWBT will identify for ACSI future revisions of the publication and ACSI agrees to abide by them unless it notifies SWBT of its objections to same within fifteen (15) days of such notification.

14.0 NUMBER PORTABILITY -- SECTIONS 251(b)(2) and 271(c)(2)(B)(xi)

14.1 The Parties shall provide to each other Interim Number Portability (INP) on a reciprocal basis. Pursuant to the provisions in the Act, and in accordance with the terms and conditions outlined in Appendix PORT, which is attached hereto and incorporated herein, SWBT will provide ACSI Interim Number Portability through Remote Call Forwarding and Direct Inward Dialing technology until Permanent Number Portability is implemented.

14.2 Once Permanent Number Portability is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to thirty (30) day's advance notice to the other Party to allow the seamless and transparent conversion of INP end user numbers to Permanent Number Portability.

15.0 DIALING PARITY -- SECTION 251(b)(3); 271(c)(2)(B)(xii); and 271(e)(2)

15.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.2 SWBT shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4) and 271(c)(2)(B)(iii)

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns or controls in accordance with Section 224 of the Act on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

17.0 DATABASE ACCESS -- SECTION 271(c)(2)(B)(x)

In accordance with Section 271(c)(2)(B)(x) of the Act, SWBT shall provide ACSI with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. When requesting access to databases not otherwise provided for in this Agreement, or appropriate interfaces, regardless of whether they constitute unbundled Network Elements, ACSI will use the Network Element Bona Fide Request process. This process is defined in Appendix UNE, which is attached hereto and incorporated herein by reference.

18.0 INTERCEPT REFERRAL ANNOUNCEMENTS

18.1 The Party formerly providing service to an end user shall provide a Basic Referral announcement, reciprocally and free of charge on the abandoned telephone number. The announcement states that the called number has been disconnected or changed and provides the end user's new telephone number to the extent that it is listed.

- (a) Basic Intercept Referral Announcements are to be provided on residential numbers for a minimum of thirty (30) days where facilities exist and the threat of telephone number exhaustion is not imminent.
- (b) Basic Intercept Referral Announcements for a single line business end user and the primary listed telephone number for DID and "Centrex-type" end users, shall be available for a minimum of thirty (30) days or the life of the White Pages directory, whichever is greater. If the threat of telephone number exhaustion becomes imminent for a particular Central Office, the service provider may reissue a disconnected number prior to the expiration of the directory, but no earlier than thirty (30) days after the disconnection of the business telephone number.

19.0 COORDINATED REPAIR CALLS

19.1 To avoid and minimize the potential for end user confusion, each Party shall inform their respective end users of their respective repair bureau telephone number(s) to access

such bureaus. In the event that either Party receives a misdirected repair call, the Parties agree to employ the following procedures for handling such calls:

- (a) To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number.
- (b) In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services, nor shall they initiate extraneous communications beyond the direct referral to the correct repair telephone number.

20.0 OTHER SERVICES

20.1 White Pages. Pursuant to Section 271(c)(2)(B)(viii) of the Act, SWBT will make nondiscriminatory access to White Pages service available under the terms and conditions of Appendix WP, attached hereto and incorporated by reference.

20.2 Calling Name Information. The Parties shall provide, on mutually agreeable and reciprocal terms, each other with access to Calling Name information of their respective end users whenever one Party initiates a query from a Signaling System Point for such information associated with a call terminating to an end user who subscribes to a calling name service. SWBT will provide Calling Name Information in accordance with and under the terms and conditions of Appendix CNAM, attached hereto and incorporated by reference.

20.3 Billing/Collecting/Remitting. The Parties will jointly agree to terms and conditions for Billing, Collecting and Remitting for alternated billed local message as described in Appendix BCR, attached hereto and incorporated by reference.

20.4 911 and E911 Type Services. Pursuant to Section 271(c)(2)(B)(vii) of the Act, SWBT will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference. Additionally, at the time that 311 service is available, the Parties shall negotiate in good faith to determine the terms and conditions for the provision of such service.

20.5 Directory Assistance (DA). Pursuant to Section 271(c)(2)(B)(vii)(II) of the Act, SWBT will provide nondiscriminatory access to DA services under the terms and conditions identified in Appendix DA, attached hereto and incorporated by reference.

20.6 Operator Services. Pursuant to Section 271(c)(2)(B)(vii)(III) of the Act, SWBT shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in Appendix OS, attached hereto and incorporated by reference.

20.7 Clearinghouse Services. To the extent requested by ACSI, SWBT shall provide for the tracking of message revenues from certain messages to facilitate the transfer of revenues between the billing company the earning company through the Clearinghouse Services provided by SWBT pursuant to the terms and conditions in Appendix CH, attached hereto and incorporated by reference.

20.8 LIDB-V. Pursuant to Section 271(c)(2)(B)(x), and at ACSI's request, SWBT shall provide LIDB Validation for ACSI pursuant to the terms and conditions in Appendix LIDB-V, attached hereto and incorporated by reference.

20.9 LIDB-AS. Pursuant to Section 271(c)(2)(B)(x), and at ACSI's request, SWBT shall provide LIDB Administration and Storage for ACSI pursuant to the terms and conditions in Appendix LIDB-AS, attached hereto and incorporated by reference.

20.10 AIN. Pursuant to Section 271(c)(2)(B)(x), and at ACSI's request, SWBT shall provide nondiscriminatory access to AIN for ACSI pursuant to the terms and conditions in Appendix LIDB-AIN, attached hereto and incorporated by reference.

20.11 OSS. Pursuant to Section 271(c)(2)(B)(x), and at ACSI's request, SWBT shall provide nondiscriminatory access to Operations Support Systems for ACSI pursuant to the terms and conditions in Appendix OSS, attached hereto and incorporated by reference.

20.12 RECORDING. To the extent requested by ACSI, SWBT shall perform recording functionality for ACSI pursuant to the Appendix "RECORDING", which is attached hereto and made a part hereof. These functions associated with recording will include assembly and editing, message processing and provision of Access Usage Record (AURs). These records will be generated by SWBT and provided to ACSI within the time frame agreed upon between the companies.

21.0 GENERAL RESPONSIBILITIES OF THE PARTIES

21.1 SWBT and ACSI shall each use their best efforts to meet the Interconnection Activation Dates as specified in Appendix DCO.

21.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SWBT's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

21.3 Neither Party shall use any service related to this Agreement or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

21.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

21.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement, including, but not limited to facilitating the sharing end user credit information by sending such information directly to an end user upon request, when authorization has been obtained.

21.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

21.7 In addition to its indemnity obligations under Section Indemnification, each Party shall provide, in its tariffs and contracts with its end users that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any end user or third party for: (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable end user for the service(s) or function(s) that gave rise to such Loss; and (ii) any Consequential Damages.

21.8 Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of that billing date. Interest shall apply on overdue amounts (other than disputed amounts which are subject to Section Dispute Resolution), unless otherwise specified in an applicable tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other.

21.9 SWBT is participating with the industry to develop standardized methods through the OBF and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available or SWBT decides not to fully utilize industry guidelines, SWBT will provide ACSI with information on its ordering and billing format/process and requirements at the earliest practicable time.

22.0 EFFECTIVE DATE, TERM, AND TERMINATION

22.1 This Agreement shall be effective ten (10) days after approval by the Missouri Public Service Commission when it has determined that the Agreement complies with Sections 251 and 252 of the Act ("Effective Date").

22.2 The initial term of this Agreement shall be one (1) year (the "Term") which shall commence on the Date of Execution. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 22.3, following.

22.3 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation that disrupts the operation of either Party's network and/or end user service and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

22.4 If pursuant to Section 22.2, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Section 22.5, below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 22.4 other than its obligations under Section 22.5, following.

22.5 Upon termination or expiration of this Agreement in accordance with this Section 22.0, above:

- (a) each Party shall comply immediately with its obligations set forth in Section Confidentiality; and
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
- (c) each Party's indemnification obligations shall survive.

22.6 If upon expiration or termination, the Parties are negotiating a successor agreement, during such period, each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective; provided however, that if the Parties are unable to reach agreement within six (6) months after termination or expiration of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a survivor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions,

rates, and charges stated herein will continue to apply, subject to a true-up based on the Commission action, if any.

22.7 Except as set forth in Section 28.5, below, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SWBT NOR ACSI ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

24.0 CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258 (b) of the Telecommunications Act of 1996. The Parties shall make evidence of authorization available to each other upon request and at no charge. Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or ACSI that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. When end users change, withdraw authorization or abandon their premises, each Party shall release customer-specific facilities in accordance with the direction of the end users or their authorized agent.

25.0 SEVERABILITY

25.1 The Parties negotiated the services, arrangements, Interconnection, terms and conditions of this Agreement by the Parties as a total arrangement and are intended to be nonseverable, subject only to Section "Joint Work Product" of this Agreement.

25.2 In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable.

In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other party during such period if to do so would disrupt existing service being provided to an end user. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

26.0 INDEMNIFICATION

26.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

26.2 Except as otherwise provided in this Section 26.0 and Section "Limitation of Liability," below, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its end user, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement.

26.3 In the case of any Loss alleged or made by an end user of either Party, the Party ("Indemnifying Party") whose end user alleged or made such Loss shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any or all of such Loss alleged by each and every end user. ACSI agrees to indemnify, defend and hold harmless SWBT from any Loss arising out of SWBT's provision of 911 services or out of ACSI's end users' use of the 911 service, whether suffered, made, instituted or asserted by ACSI or its end users, including for any personal injury or death of any person or persons, except for Loss which is the direct result of SWBT's own negligence or willful misconduct.

26.4 The Indemnified Party shall be indemnified, defended and held harmless by the Indemnifying Party against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving: (i) tort claims, including claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's end users; or (ii) claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party's acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its end users, agents, subcontractors or others retained by such parties.

26.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which

such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

27.0 LIMITATION OF LIABILITY

27.1 Except for Losses alleged or made by an end user of either Party, in the case of any Loss alleged or made by a third party arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

27.2 Except for indemnity obligations under this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall not exceed in total the amount SWBT or ACSI has or would have charged to the other Party for the affected service(s) or function(s) for the time period during which the service(s) or function(s) were not performed or were otherwise improperly performed.

27.3 Except in instances involving willful misconduct, intentional acts, gross negligence, or repeated material breach, neither Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

28.0 LIQUIDATED DAMAGES FOR SPECIFIED ACTIVITIES

28.1 **Certain Definitions.** When used in this Section, the following terms shall have the meanings indicated:

28.1.1 **"Specified Performance Breach"** means the failure by SWBT to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

28.1.2 "Specified Activity" means any of the following activities:

- (i) the installation by SWBT of unbundled elements associated with ACSI end user Lines;
- (ii) SWBT's provision of Interim Number Portability; or
- (iii) the repair of out of service problems for ACSI ("Out of Service Repairs").

28.1.3 "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by SWBT during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>ACSI End User Lines</u>	
1-10 Lines per Service Order	five (5) business days from SWBT's Receipt of valid Service Order
11-20 Lines per Service Order	ten (10) business days from SWBT's Receipt of valid Service Order
21+ Lines per Service Order	To Be Negotiated
(ii) <u>Interim Number Portability</u>	
1-10 Numbers per Service Order	five (5) business days from SWBT's Receipt of valid Service Order
11-20 Numbers per Service Order	ten (10) business days from SWBT's Receipt of valid Service Order
21+ Numbers per Service Order	To be Negotiated
(iii) <u>Out-of-Service Repairs</u>	Less than twenty-four (24) hours from SWBT's Receipt of Notification of Out-of-Service Condition

28.2 Specified Performance Breach. In recognition of the: (1) loss of end user opportunities, revenues and goodwill which ACSI might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of

ACSI having available to it customer opportunities similar to those opportunities currently available to ACSI; and (3) the difficulty of accurately ascertaining the amount of damages ACSI would sustain in the event of such a Specified Performance Breach, SWBT agrees to pay ACSI, subject to Section 28.4 below, damages as set forth in Section 28.3 below in the event of the occurrence of a Specified Performance Breach.

28.3 Liquidated Damages. The damages payable by SWBT to ACSI as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Liquidated Damages"). ACSI and SWBT agree and acknowledge that: (a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of ACSI and SWBT at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages ACSI would sustain if its damages were readily ascertainable; and (c) ACSI shall not be required to provide any proof of the Liquidated Damages.

28.4 Limitations. In no event shall SWBT be liable to pay the Liquidated Damages if SWBT's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: (a) a failure by ACSI to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Implementation Process); (b) any delay, act or failure to act by an end user, agent or subcontractor of ACSI; (c) any Force Majeure Event; or (d) for INP, where memory limitations in the switch in the SWBT serving office cannot accommodate the request. If a Delaying Event: (i) prevents SWBT from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of SWBT's compliance with the Performance Criteria; or (ii) only suspends SWBT's ability to timely perform the Specified Activity, the applicable time frame in which SWBT's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

28.5 Sole Remedy. The Liquidated Damages shall be the sole and exclusive remedy of ACSI for SWBT's breach of the Performance Criteria or a Specified Performance Breach as described in this Section and shall be in lieu of any other damages or credit ACSI might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff.

28.6 Records. SWBT shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. SWBT shall provide to ACSI such records in a self-reporting format on a monthly basis. Notwithstanding Section Confidentiality, below, the Parties agree that such records shall be deemed "Proprietary Information."

29.0 REGULATORY APPROVAL

29.1 The Parties understand and agree that this Agreement will be filed with the Missouri Public Service Commission and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement satisfy the specifically mentioned sections of the Act and are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

29.2 The Parties agree that the performance of the terms of this Agreement will satisfy SWBT's obligation to provide Interconnection under Section 251 of the Act. ACSI represents that it is, or intends to become, a provider of Telephone Exchange Service to subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

30.0 MISCELLANEOUS

30.1 Authorization.

- (a) SWBT is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
- (b) ACSI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

30.2 Compliance and Certification.

30.2.1 Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

30.2.2 Each Party warrants that it has obtained all necessary state certification required in those states in which it has ordered services from the other Party pursuant to this Agreement. Upon request by any state governmental entity, each Party shall provide proof of certification.

30.2.3 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act ("CALEA"). Each Party shall indemnify and hold the other Party harmless

from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

30.3 Law Enforcement.

30.3.1 SWBT and ACSI shall handle law enforcement requests as follows:

- (a) **Intercept Devices:** Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, it shall refer such request to the Party that serves such end user, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- (b) **Subpoenas:** If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.
- (c) **Emergencies:** If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with an valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

30.4 Independent Contractor. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

30.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

30.6 Confidentiality.

30.6.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data; (i) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary;" or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party.

30.6.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

30.6.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

30.6.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:

- (a) was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- (b) is, or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is disclosed to a third person by the Disclosing Party without similar restrictions on such third person's rights; or
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Notwithstanding the foregoing, the Parties shall be entitled to disclose confidential information on a confidential basis to governmental agencies upon request for information as to SWBT's activities under the Act.

30.6.5 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

30.6.6 Pursuant to Section 222(b) of the Act, both parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

30.6.7 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, for the Commission the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC, the Commission, and the Act. In all other respects, this Agreement shall be governed by the domestic laws of the State of Missouri without reference to conflict of law provisions.

30.7 Taxes.

30.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing party shall furnish the providing party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate.

30.7.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then: (i) the providing party shall bill the purchasing party for such Tax; (ii) the purchasing party shall remit such Tax to the providing party; and (iii) the providing party shall remit such collected Tax to the applicable taxing authority.

30.7.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing party shall be required to impose and/or collect such Tax from the end user; and (ii) the purchasing party shall remit such Tax to the applicable taxing authority. The purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing party due to the failure of the purchasing party to pay or collect and remit such tax to such authority.

30.7.4 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party: (i) the purchasing party shall remain liable for such uncollected Tax; and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

30.7.5 If the purchasing party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from end users, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing party to pay or collect and remit such Tax to such authority.

30.8 Non-Assignment. This Agreement shall be binding upon every subsidiary and Affiliate of either Party that is engaged in providing Telephone Exchange and Exchange Access services in any territory within which SWBT is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "SWBT Territory") and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

30.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.10 Audits. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

30.10.1 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party to give assurances of compliance with the provisions of this Agreement; provided, that neither Party may request more than two (2) such audits within any twelve (12)

month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.

30.11 Disputed Amounts.

30.11.1 No claims, under this Agreement or its Appendices, shall be brought for disputed amounts more than twenty-four (24) months from the date of occurrence which gives rise to the dispute. Under this Section, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due: (i) all undisputed amounts to the Billing Party; and (ii) all Disputed Amounts to Billing Party.

30.11.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

30.11.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 30.11.2, above, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

30.11.4 The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

30.11.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of: (i) one and one-half percent (1-1/2%) per month; or (ii) the highest rate of interest that may be charged under applicable law.

30.12 Dispute Resolution.

30.12.1 No claims shall be brought for disputes arising under this Agreement or its Appendices more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.

30.12.2 For disputes other than disputed amounts under this Agreement or its Appendices, each Party shall appoint a designated representative as set forth in Section 30.11.2 above, and if unable to resolve the dispute, proceed as set forth in Section 30.11.3, above.

30.12.3 The Parties agree to develop mutually acceptable escalation procedures applicable to the resolution of disputes within 90 days of execution of this Agreement which build upon the escalation procedures set forth in the network information sheets exchanged by the Parties.

30.13 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. "Business Day" shall mean Monday through Friday, SWBT/ACSI holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section, except that notices to a Party's twenty-four (24) hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

NOTICE CONTACT	ACSI CONTACT	SWBT CONTACT
NAME/TITLE	Riley M. Murphy, EVP/General Counsel	Larry B. Cooper, Gen. Mgr.-Competitive Provider
STREET ADDRESS	131 National Business Parkway, Suite 100	One Bell Plaza Room 0525
CITY, STATE, ZIP CODE	Annapolis Junction, MD 20701	Dallas, TX 75202
TELEPHONE NUMBER	(301) 617-4215	214-464-8145
FAX NUMBER	(301) 617-4277	214-464-1486

24-HOUR NETWORK MGMT CONTACT	ACSI CONTACT	SWBT CONTACT
NAME/TITLE	Senior Manager - NMC	NSMC Control
TELEPHONE NUMBER	1-800-291-7889	1-800-792-2662
FAX NUMBER		

30.14 Publicity and Use of Trademarks or Service Marks.

30.14.1 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 publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

30.14.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval.

30.15 Section 252(i) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission or FCC pursuant to Section 252 of the Act (regardless of whether the approved agreement was negotiated or arbitrated) which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including an Affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either: (i) the Other Agreement in its entirety; or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (a) Interconnection - Section 251(c)(2); 252(d)(1); and 271(c)(2)(B)(i) of the Act; or
- (b) Exchange Access - Section 251(c)(2) and 271(c)(2)(B)(ii) of the Act; or
- (c) Unbundling - Section 251(c)(3) and 271(c)(2)(B)(ii) of the Act; or
- (d) Resale - Section 251(c)(4) and 271(c)(2)(B)(xiv) of the Act; or
- (e) Collocation - Section 251(c)(6) and 271(c)(2)(B)(i) of the Act; or
- (f) Number Portability - Section 251(b)(2) and 271(c)(2)(B)(xi) of the Act; or
- (g) Database Access - Section 271(c)(2)(B)(x) of the Act; or
- (h) Operator Services - Section 271(c)(2)(B)(vii)(iii); or

- (i) Directory Assistance - Section 271(c)(2)(B)(vii)(ii); or
- (j) Access to Rights of Way - Section 251(b)(4) of the Act; or
- (k) White Pages - Section 271(c)(2)(B)(viii) of the Act.

30.15(A) TERMS, CONDITIONS AND PRICES SUBJECT TO MODIFICATION

The prices, terms and conditions in the Agreement (including appendices) do not currently reflect results of the AT&T, MCI and MFS arbitrations before the Missouri PSC. The Parties agree that all such arbitration results ("arbitration award") shall be available to ACSI, on the same terms and conditions provided for in such arbitration award (including interim application with or without true up where provided for in such award), pursuant to Section 30.15 (Effect of Other Agreements), when incorporated into a final, effective, agreement approved by the PSC. Upon 30 days written notice of ACSI, the Parties shall replace the entire affected appendix or appendices or the entire section(s) of this Agreement, as identified in Section 30.15, above, with the entire appendix or appendices or the entire section of such arbitrated and approved agreement.

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

30.17 Intervening Law. This Agreement is entered into as a result of private negotiation between the Parties. The Parties also intend to incorporate the results of arbitration decisions rendered by the Missouri Public Service Commission in Case No. TO-97-40, TO-97-67, and TO-97-23 when included in a final approved agreement. If the actions of Missouri or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of such arbitration results or laws or regulations that were the basis for a provision of the contract which is reflective of the Arbitration Award approved by the Commission, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

30.18 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or

implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.19 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

30.20 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network which will materially impact the other Party's service. The Party upgrading its network shall be solely responsible for the cost and effort of accommodating such changes in its own network.

30.21 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30.22 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

30.23 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of April, 1977.

American Communications Services, Inc.

Signature: _____

Name: Riley M. Murphy

Title: Executive Vice President/
General Counsel

Southwestern Bell Telephone Company

Signature: _____

Name: Dennis B. Eidson

Title: General Manager - Local Interconnection
(Print or Type)

Exhibit A - Appendix OSS

**Blanket Certification for End-User Authorization for Release of
Customer Proprietary Network Information (CPNI)**

The undersigned hereby agrees:

Before it may obtain CPNI of an end-user, whether via an independent request or in the course of ordering SWBT's network elements or services via manual and/or mechanized interfaces, the undersigned must, at least, certify that "yes" (Y) it has obtained Authorization for Release of CPNI and provide the name of the individual authorizing the release of CPNI. By these indications, the undersigned affirms that a current Authorization for the Release of CPNI has been obtained from an end-user and that it includes the expressed content of the language, "Minimum Scope." SWBT will then provide the CPNI referenced herein.

Minimum Scope: Authorization for the release of CPNI

- 1) An affirmative written request that substantially reflects the following: "This document serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) to provide such information to the undersigned. I understand that this CPNI includes the following information: Billing Name, Service Address, Billing Address, Service and Feature subscription, Directory Listing Information, and Long Distance Carrier Identity. This Agency remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity and undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At such time, this Agency is null and void."

or

- 2) Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.


Signed

Riley M. Murphy

Name (Typed/Printed)

Executive Vice President/General

Title Counsel

American Communications Services, Inc.
Company

April 30, 1997

Date

LIST OF APPENDICES

ITR (Interconnection Trunking)
DCO (Designated Connecting Offices)
WIRELESS (Wireless Traffic)
911
CH (Clearinghouse)
RECORDING
BCR (Billing, Collecting and Remitting)
FGA (Feature Group A)
WP (White Pages)
PORT (Number Portability)
TP (Technical Publication)
NIM/PHYSICAL COLLOCATION
RESALE
UNE (Unbundled Network Elements)
CNAM (Calling Name Delivery Query Service)
LIDB - AS (Administration System)
OS (Operator Service)
DA (Directory Assistance)
OSS (Operational Support Systems)
AIN
LIDB - V (Validation)
MAP

APPENDIX ITR

**APPENDIX ITR
(TRUNKING REQUIREMENTS)**

This Appendix provides descriptions of the trunking requirements for the LSP and SWBT interconnection. The attached scenarios depict the recommended trunk groups for local, intraLATA toll, interLATA "meet point", mass calling, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of the LSP.

I. LOCAL TRAFFIC AND INTRALATA TOLL TRAFFIC

(a) The LSP Originating (The LSP to SWBT)

When SWBT has a combined local and access tandem in an exchange, IntraLATA Toll Traffic may be combined with the Local Traffic on the same trunk group. When SWBT has more than one combined local and access tandem in an exchange, the LSP shall provide a separate trunk group to each SWBT tandem. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group shall be provided to the local tandem and a separate IntraLATA toll trunk group shall be provided to the access tandem. This trunk group(s) shall be one-way or two-way directionalized outgoing only and will utilize Signaling System 7 (SS7) or multifrequency (MF) protocol signaling.

(b) The LSP Terminating (SWBT to LSP)

When SWBT has a combined local and access tandem, SWBT shall normally combine the Local and IntraLATA Toll Traffic over a single trunk group to the LSP. When SWBT has a separate access and local tandem in an exchange, a trunk group shall be established from each tandem to the LSP. This trunk group(s) shall be one-way or two-way directionalized incoming only and will utilize SS7 or MF protocol signaling.

(c) Direct End Office Trunking

The Parties shall establish direct end office primary high usage trunk groups for Local Traffic and/or IntraLATA Toll Traffic when end office traffic requires twelve or more trunks. If LSP has established collocation to the end office, the trunks shall be provisioned over the LSP collocation facility. If the LSP has no collocation facilities, SWBT shall provision the trunks from the NIP to the end office. IntraLATA Toll Traffic shall be provided over a separate trunk group to the SWBT access tandem.

II. ACCESS TOLL CONNECTING TRUNKS

InterLATA traffic shall be transported between the LSP Central Office and the SWBT access tandem over a "meet point" trunk group separate from local and intraLATA toll traffic. The access toll connecting trunk group will be established for the transmission and routing of Exchange Access traffic between the LSP's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, the LSP shall utilize a single access toll connecting trunk group to one SWBT tandem within the exchange. This trunk group may be set up as one-way or two-way (two-way is preferred) and will utilize SS7 or MF protocol signaling. The traffic use code and modifier for this trunk group should be MDJ (see Scenario 1, 2, 3, or 4).

III. 800 (888) TRAFFIC

If the LSP chooses SWBT to handle 800 (888) database queries from its central office switches, all the LSP originating 800 (888) service queries will be routed over the InterLATA Interexchange Carrier (MDJ) trunk group. This traffic will include a combination of both InterLATA Interexchange Carrier 800 (888) service and IntraLATA LEC 800 (888) service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.

A separate trunk group from each Party to the other will be required for IntraLATA 800 service if either Party chooses to handle the 800 database queries from its switch location. The purpose of the separate trunk group is to provide for the segregation of originating 800 IntraLATA call volumes to ensure the proper billing of intercompany settlement compensation.

The trunk group shall be set up as one-way outgoing only and will utilize SS7 protocol signaling. The traffic use code and modifier for this trunk group should be DD800J (see Scenario 1, 2, 3, or 4).

IV. E911

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the LSP offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. The traffic use code and modifier for this trunk group shall be ESJ (see Scenario 1, 2, 3, or 4).

V. MASS CALLING (PUBLIC RESPONSE CHOKE NETWORK)

A segregated trunk group shall be required to the designated Public Response Choke Network tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. It is recommended that this group be sized as follows:

<15001 access lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
>75000 AC	6 trunks (max)

The traffic use code and modifier for this trunk group shall be TOCRJ (see Scenario 1, 2, 3, or 4).

VI. OPERATOR SERVICES

(a) No Operator Contract:

Inward Operator Assistance (Toll Center (TC) Code plus 121) - The LSP may choose from two interconnection options for Inward Operator Assistance as follows:

Option 1 - Interexchange Carrier (IXC) Carrier

The LSP may utilize the Interexchange Carrier Network (see Scenario 6). The LSP operator will route its calls requiring inward operator assistance through its designated IXC POP to SWBT's TOPS tandem. SWBT shall route its calls requiring inward operator assistance to the LSP's Designated Operator Switch (TTC) through the designated IXC POP.

Option 2 - The LSP Operator Switch

The LSP reports its switch as the designated serving operator switch (TTC) for its NPA-NXXs and requests SWBT to route its calls requiring inward operator assistance to the LSP. This option requires a segregated two-way (with MF signaling) trunk group from SWBT's Access Tandem to the LSP switch. The traffic use code and modifier for this trunk group should be OAJ (see Scenario 7). The LSP's operator will route its calls requiring inward operator assistance to SWBT's operator over an IXC network.

(b) Operator Contract with SWBT:

(i) Directory Assistance (DA):

The LSP may contract for DA services only. A segregated trunk group for these services would be required to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator

Services signaling. The traffic use code and modifier for this trunk group should be DAJ (see Scenario 5).

(ii) Directory Assistance Call Completion (DACC):

The LSP contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF signaling. The traffic use code and modifier for this trunk group should be DACCJ (see Scenario 5).

(iii) Busy Line Verification:

When SWBT's operator is under contract to verify the LSP's end user loop, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's Access Tandem to the LSP switch. The traffic use code and modifier for this trunk group should be VRJ (see Scenario 5).

(iv) Operator Assistance (0+, 0-):

This service requires a one-way trunk group from the LSP switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated as ETCMFJ (0-, 0+, DA, DACC) (see Scenario 5). If DA is not required or is transported on a segregated trunk group, then the group will be designated as ETCM2J (see Scenario 5). MF and Operator Services signaling will be required on the trunk group.

VII. Trunk Design Blocking Criteria

Trunk forecasting and servicing for the Local and IntraLATA Toll trunk groups shall be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads (1% from the End Office to the Tandem and 1% from the Tandem to the End Office based on Neil Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available). Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neil Wilkinson M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

VIII. FORECASTING/SERVICING RESPONSIBILITIES

Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis concurrent with the publication of the SWBT General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Bellcore documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

SWBT shall be responsible for forecasting and servicing the trunk groups terminating to the LSP. The LSP shall be responsible for forecasting and servicing the trunk groups terminating to SWBT end users and/or to be used for tandem transit to other provider's networks, operator services and DA service, and interLATA toll service. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

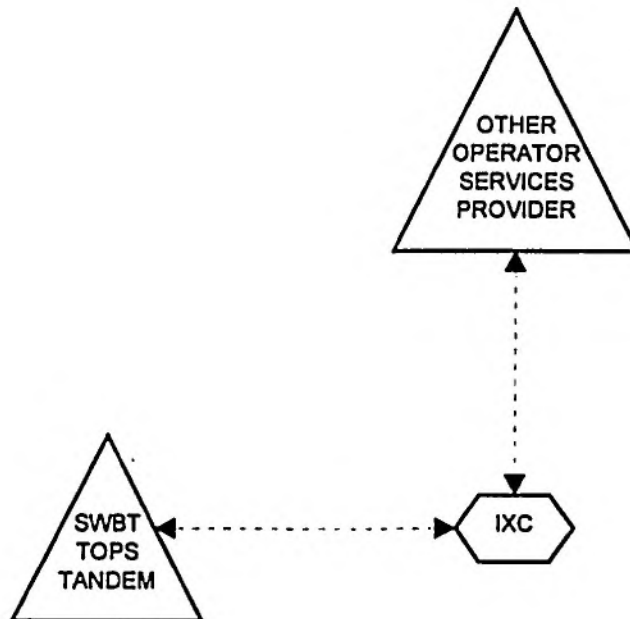
IX. TRUNK SERVICING

1. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").
2. All Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within five (5) business days after receipt of the ASR.
3. Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
4. Service requested in an ASR shall be provided with 20 business days of receipt of such ASR.
5. In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Article XI due to a bona fide end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.
6. Each Party shall be responsible for engineering their networks on their side of the NIP.

SCENARIO 6

**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM
WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR THE LSP**

121 INWARD OPERATOR ASSISTANCE



Note: This scenario would use existing Interexchange Carrier Network.

**Revised 6/17/96
LSP6.AF3**

X. SERVICING OBJECTIVE/DATA EXCHANGE

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a 20 business day study period. Upon request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retrials and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.

XI. SPECIFICATIONS

All DS-1 and DS-3 facilities utilized for trunking established or employed by the Parties for purposes of this STC shall meet the specifications set forth in SWBT's TP-76625 dated June, 1990 and TP-76839 dated January, 1996.

XII. TRUNK FACILITY UNDER UTILIZATION

At least once a year the Parties shall exchange trunk group measurement reports as detailed above for trunk groups terminating to the other Party's network. Each Party will determine the required trunks for each of the other Party's trunk groups for the previous 12 months. Required trunks will be based on the Blocking Objectives under "Trunk Design Blocking Criteria" above and time consistent average busy hour usage measurements from the highest 4 consecutive week (20 business day) study. Trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 48 trunks (2 modular digroups) or 10%, whichever is larger, over the required number of trunks.

The party with excess trunking capacity will assess the trunk capacity based on forecasted requirements and agrees to disconnect trunks in excess of forecasted requirements for the next 12 months. If after 12 months the trunk group continues to have excess capacity the party agrees to take timely steps to disconnect all excess capacity.

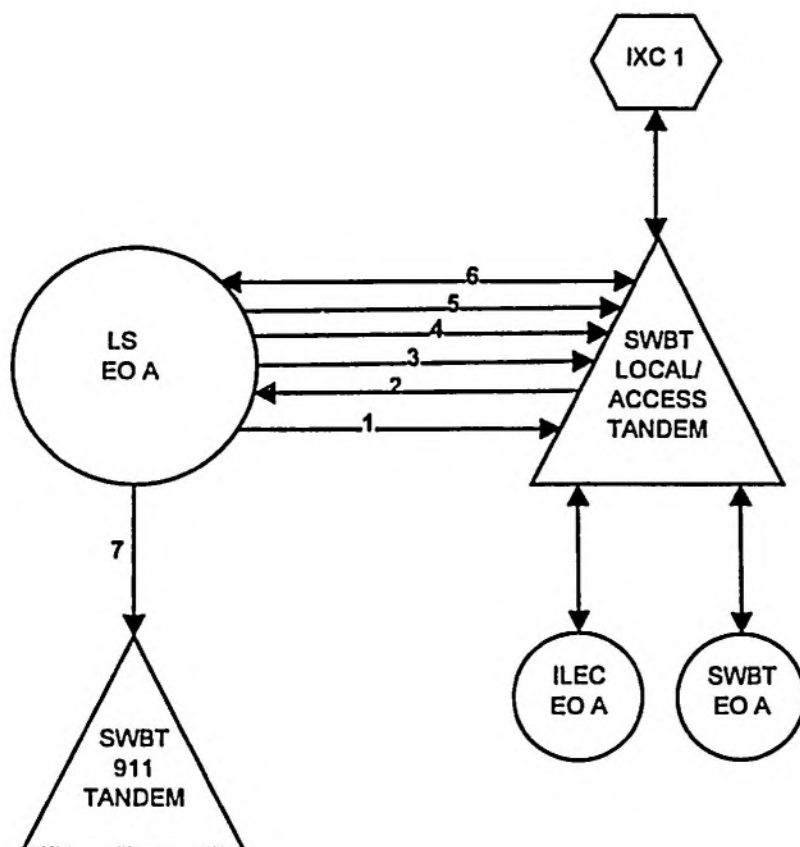
XIII. Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

XIV. Installation, Maintenance, Testing and Repair. SWBT's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection trunks as

specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. The LSP shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith.

SCENARIO 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITHOUT DIRECT END OFFICE, ILEC OR IXC TRUNKING



TRAFFIC USE/MODIFIER

1. DDJ
2. TCJ
3. TOCRJ
4. DD800J
5. MDJ
6. MDJ
7. ESJ

DESCRIPTION

INTRALATA AND LOCAL (SS7 SIGNALING)
 INTRALATA AND LOCAL (SS7 SIGNALING)
 MASS CALLING (MF SIGNALING)
 INTRALATA 800 (MAXIMIZER 800)(SS7 SIGNALING) #
 INTERLATA ONLY (MF SIGNALING) @
 INTERLATA ONLY (SS7 SIGNALING)
 EMERGENCY SERVICE (MF SIGNALING)

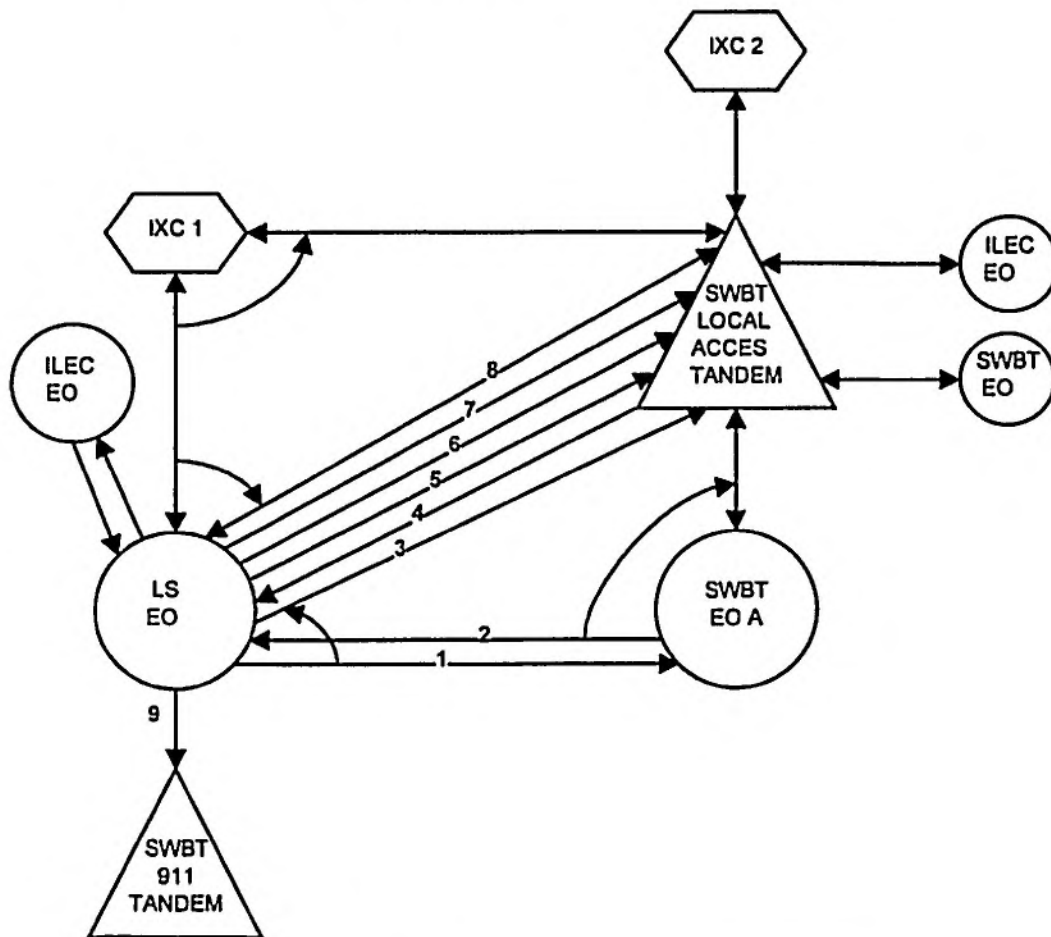
@ Required at the Dallas 4 ESS switch only for 10XXXX # cut through and Feature Group B over D

Required if SWBT does not perform the database query for the LSP

Revised 6/17/96
 LSP1.AF3

SCENARIO 2

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITH SOME DIRECT END OFFICE, ILEC AND IXC TRUNKING



TRAFFIC USE/MODIFIER	DESCRIPTION
1. IEJ	LOCAL ONLY (SS7 SIGNALING)
2. IEJ	LOCAL ONLY (SS7 SIGNALING)
3. DDJ	INTRALATA AND LOCAL (SS7 SIGNALING)
4. TCJ	INTRALATA AND LOCAL (SS7 SIGNALING)
5. TOCRJ	MASS CALLING (MF SIGNALING)
6. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
7. MDJ	INTERLATA ONLY (MF SIGNALING) @
8. MDJ	INTERLATA ONLY (SS7 SIGNALING)
9. ESJ	EMERGENCY SERVICE (MF SIGNALING)

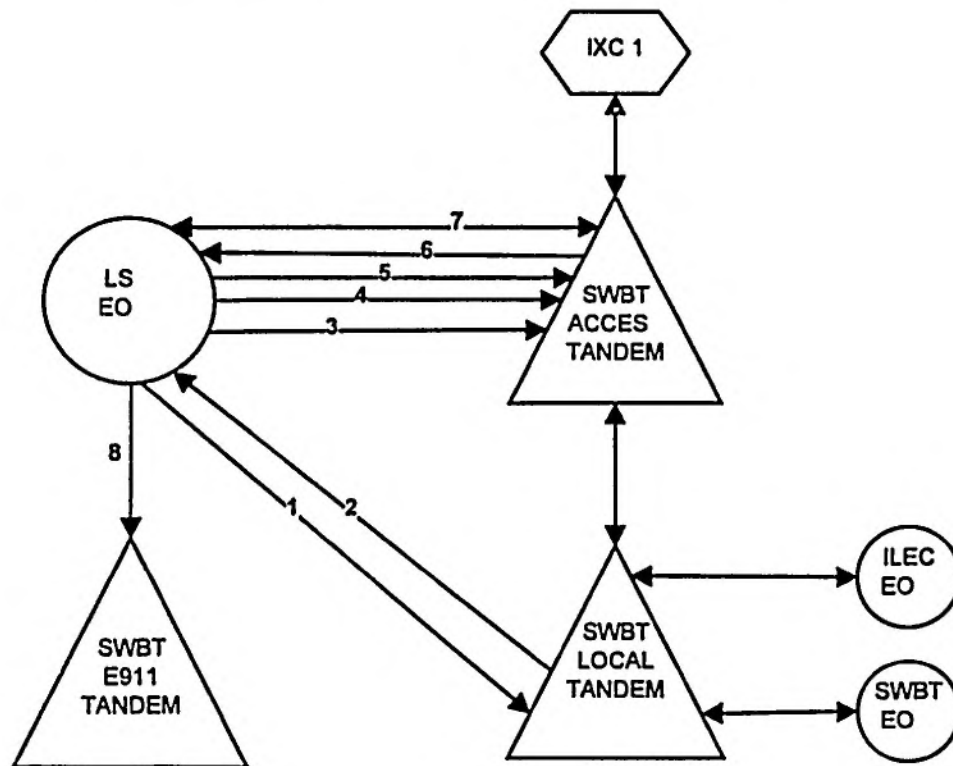
@ Required at the Dallas 4 ESS switch only for 10XXXX # cut through and Feature Group B over D

Required if SWBT does not perform the database query for the LSP

Revised 6/17/96
LSP2.AF3

SCENARIO 3

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITHOUT DIRECT END OFFICE, ILEC OR IXC TRUNKING



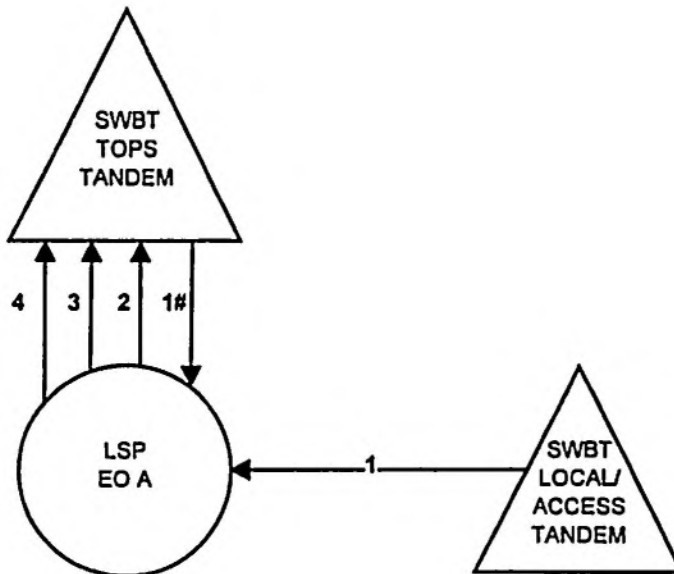
<u>TRAFFIC USE/MODIFIER</u>	<u>DESCRIPTION</u>
1. TOJ	LOCAL ONLY (SS7 SIGNALING)
2. TGJ	LOCAL ONLY (SS7 SIGNALING)
3. TOCRJ	MASS CALLING (MF SIGNALING)
4. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
5. DDJ	INTRALATA ONLY (SS7 SIGNALING)
6. TCJ	INTRALATA ONLY (SS7 SIGNALING)
7. MDJ	INTERLATA ONLY (SS7 SIGNALING)
8. ESJ	EMERGENCY SERVICE (MF SIGNALING)

Required if SWBT does not perform the database query for the LSP.

Revised 12/30/96
LSP3.AF3

SCENARIO 5

**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDE
WHERE SWBT IS THE OPERATOR SERVICES PROVIDER FOR THE LSP**



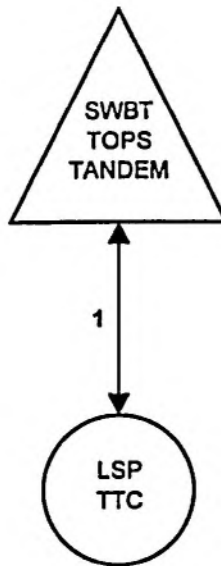
<u>TRAFFIC USE/MODIFIER</u>	<u>DESCRIPTION</u>
1. VRJ	BUSY LINE VERIFICATION (MF SIGNALING) #
2. DAJ or DACCJ	DIRECTORY ASSISTANCE or DIRECTORY ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3. ETCM2J	0-, 0+ COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4. ETCMFJ	0-, 0+, DA, DACC COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)

Busy Line Verification is sometimes trunked out from the TOPS Tandem rather than the Access Tandem.

Revised 1/7/97
LSP5.AF3

SCENARIO 7

**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM
WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER
FOR THE LSP AND THE LSP'S SWITCH IS THE DESIGNATE
OPERATOR SWITCH (TTC) FOR 121 INWARD ASSISTANCE**

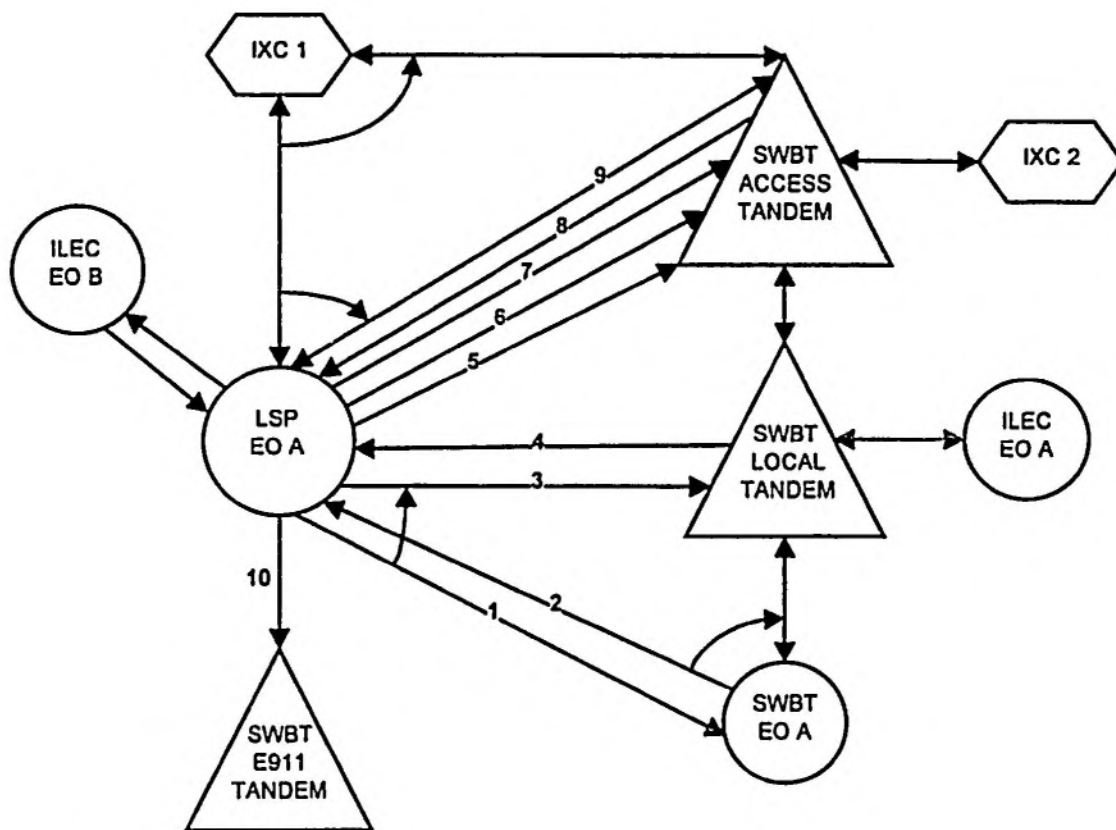


<u>TRAFFIC USE/MODIFIER</u>	<u>DESCRIPTION</u>
1. OAJ	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)

Revised 6/17/96
LSP7.AF3

SCENARIO 4

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITH SOME DIRECT END OFFICE, ILEC AND IXC TRUNKING



TRAFFIC USE/MODIFIER	DESCRIPTION
1. IEJ	LOCAL ONLY (SS7 SIGNALING)
2. IEJ	LOCAL ONLY (SS7 SIGNALING)
3. TOJ	LOCAL ONLY (SS7 SIGNALING)
4. TGJ	LOCAL ONLY (SS7 SIGNALING)
5. TOCRJ	MASS CALLING (MF SIGNALING)
6. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
7. DDJ	INTRALATA ONLY (SS7 SIGNALING)
8. TCJ	INTRALATA ONLY (SS7 SIGNALING)
9. MDJ	INTERLATA ONLY (SS7 SIGNALING)
10. ESJ	EMERGENCY SERVICE (MF SIGNALING)

Required if SWBT does not perform database query for the LSP.

Revised 12/30/96
LSP4.AF3

APPENDIX DCO

Appendix DCO

EXCHANGE:

Direction ¹	LSP Location ²	DCO ³	NIP ⁴ [Insert address and V&H below]	Interconnection Method

¹ This column will be completed by indicating the direction of the terminating traffic (e.g., either LSP to SWBT or SWBT to LSP.)

² **LSP LOCATION** - The address of the LSP Location that will house LSP's interconnection equipment and through which SWBT will terminate traffic on the LSP's network.

³ **DESIGNATED CONNECTING OFFICE (DCO)** - The address of the SWBT end office or tandem through which the LSP will terminate traffic on SWBT's network.

⁴ **NETWORK INTERCONNECTION POINT or "NIP"** - The NIP is the location where SWBT and LSP facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from LSP to SWBT and going from SWBT to LSP could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the DCO. When SWBT and an LSP agree to interconnect with a Mid-Span Fiber Interconnection (MSFI) the NIP is the location where the fiber of SWBT and the fiber of the LSP is connected, unless both Parties agree that the NIP is defined otherwise. Where the physical interface occurs at the LSP location the NIP for that interconnection shall be located at the LSP location.

APPENDIX WIRELESS

APPENDIX WIRELESS

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not been compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs.

1.0 Definitions

- 1.1. Wireless Interconnection Service - The interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or the LSP's point of switching for termination on the relevant Party's wireline switching network.
- 1.2. Commercial Mobile Radio Service (CMRS) Provider - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Part 24, or Part 90 of the FCC Rules and Regulations.
- 1.3. End Office - SWBT or LSP switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.
- 1.4. Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).
- 1.5. Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.
- 1.6. Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.
- 1.7. Mobile Telephone Switching Office ("MTSO") - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or,

alternatively, any other point of termination designated by the CMRS Provider. The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.

- 1.8. Primary Company - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- 1.9. Revenues - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- 1.10. Secondary Company - The Party that receives Terminating Traffic from the Primary Company.
- 1.11. Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.
- 1.12. Terminating Traffic - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

2.0 ADMINISTRATION OF REVENUE DISTRIBUTION

- 2.1. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- 2.2. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff.
- 2.3. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.
- 2.4. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying

those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.

- 2.5. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.

- 2.6. The revenue and usage statement will contain the following information:

2.6.1. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;

2.6.2. The total of the MOU and revenues for the Secondary Company;

2.6.3. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,

2.6.4. Adjustments for uncollectibles.

- 2.7. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

3.0 TERMINATION PROVISIONS

- 3.1. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.
- 3.2. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

4.0 MISCELLANEOUS PROVISIONS

- 4.1. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- 4.2. Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

5.0 NOTICE

- 5.1. In the event any notices are required under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

if to SWBT: as designated in the Agreement under "Notices"

if to LSP: as designated in the Agreement under "Notices"