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June 27, 1997

FILED

JUL 16 1997

VIA AIRBORNE EXPRESS

Mr. Cecil I. Wright
Executive Secretary
Missouri Public Service Commission
301 W. High Street, Room 530
Jefferson City, MO 65101

MISSOURI
PUBLIC SERVICE COMMISSION

10-98-23

Subject: AGREEMENTS BETWEEN CLASS A CARRIERS

Dear Mr. Wright:

FCC Rule 51.303(b) mandates that interconnection agreements negotiated before February 8, 1996, between Class A Carriers, be filed with the state commission no later than June 30, 1997. Attached hereto are three copies each of two agreements entered into between GTE Midwest Incorporated ("GTE") and a Class A Carrier prior to February 8, 1996. Also attached are three copies each of two agreements entered into after February 8, 1996. GTE maintains that these agreements are not the type of agreements contemplated by Section 252(a)(1) of the Telecommunications Act of 1996 (the "Act"). Nevertheless, GTE is submitting these agreements to you for your information. These agreements are as follows:

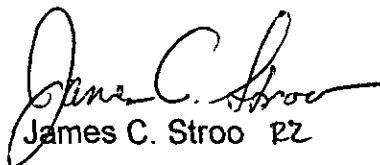
- ▶ GTE/SWBT Intrastate Intralata Toll Services Agreement
Primary Toll Carrier to Primary Toll Carrier (pre-Act)
- ▶ GTE/United Intrastate Intralata Toll Services Agreement
Primary Toll Carrier to Primary Toll Carrier (pre-Act)
- ▶ GTE-SWBT Signaling System 7 Interconnection Agreements (2) (post-Act)

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Finally, GTE has terminated any EAS agreement it had entered into with Southwestern Bell Telephone Company prior to February 8, 1996. New agreements to replace these agreements have not been finalized. At this date, negotiations are continuing but the parties have not agreed on all issues, including mutual compensation. If the parties cannot reach an agreement on disputed issues, we anticipate that third party resolution will be employed.

If you have any questions with regard to this letter, please do not hesitate to contact me.

Very truly yours,



James C. Stroo RZ

JCS/RZ:sah

c: C. Little - Jefferson City, MO

FILED
JUL 16 1997
MISSOURI
PUBLIC SERVICE COMMISSION

MISSOURI

INTRASTATE INTRALATA TOLL SERVICES AGREEMENT

PRIMARY TOLL CARRIER TO PRIMARY TOLL CARRIER

This Agreement, including all Attachments and Supplements, (hereinafter "Agreement") is effective as of October 1, 1994, by and between Southwestern Bell Telephone Company a Missouri Corporation, hereinafter referred to as SWBT, and GTE Midwest, Inc., a Missouri Corporation, hereinafter referred to as GTE, (collectively referred to hereinafter as "Parties").

The Parties to this Agreement will adhere to the provisions of the Joint Recommendation for a Conceptual Framework Missouri IntralATA Primary Carrier by Toll Center Plan filed with the Missouri Public Service Commission, (hereinafter "Commission"), on January 29, 1987, as modified by the findings in the Commission's Order dated April 3, 1987, its Report and Order dated October 23, 1987, its Order of Clarification and Denying Rehearing dated December 11, 1987, and Report and Order TT-94-119 dated December 17, 1993, (hereinafter collectively referred to as the "Conceptual Framework").

It is understood that a copy of this Agreement and all Supplements hereto shall be submitted to the Commission Staff. This understanding is not intended to create any additional contractual obligations between the Parties.

This agreement sets forth the provisions under which each Party, acting in its capacity as a Primary Toll Carrier (PTC), will provide intrastate intraLATA toll services and facilities for originating, terminating and/or transporting intrastate intraLATA toll traffic between the facilities operated by each Party to this Agreement. Intrastate intraLATA toll services covered by this Agreement are Message Telecommunication Services (MTS), Wide Area Telephone Services (WATS) and 800 Service furnished pursuant to tariffs which are filed with and approved by the Commission, and interexchange private line services furnished through a combination of tariff rate schedules filed with and approved by the Commission.

Intrastate IntraLATA Message Telecommunication Services, Wide Area Telephone Services and 800 Services and private line services provided by the Parties will be provided pursuant to the terms and conditions listed below. For purposes of this Agreement, the facilities operated by either Party may include facilities of interexchange carriers or other exchange carriers.

SECTION 1 - EXCHANGES INCLUDED

All exchanges which subtend a toll complex owned by either Party to this Agreement, where said toll complex is utilized to provide intrastate intraLATA toll services by the Parties, are covered in this Agreement.

SECTION 2 - PHYSICAL CONNECTIONS

The Parties will maintain the connections of their respective systems at the meet point(s) shown in "Attachments A and D" during the term of this Agreement, unless altered as provided in Section 3 below.

SECTION 3 - ROUTING OF TRAFFIC

The traffic covered by this Agreement will be routed through the interconnection points as indicated in the V&H data base maintained by Southwestern Bell Telephone Company and configured as detailed in "Attachments A and D" and their respective Supplements. Copies of the complete V&H database will be made available to each PTC.

Either Party may reroute traffic at their option, but must give the other Party written notice at least 60 days in advance of the traffic being rerouted. Notice will be provided in accordance with Section 22 of this Agreement. Alternate routes may be necessary and used for overflow or emergency situations. In overflow and emergency situations, rating and compensation functions will be as if the primary route were used.

SECTION 4 - TRAFFIC RECORDING, IDENTIFICATION AND RATING

The traffic recording, identification and rating functions required to provide the services specified hereunder shall be performed as shown in "Attachment E" attached hereto.

SECTION 5 - METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each Party will adopt and comply with general industry standard operating methods and practices and will observe and act consistently with the rules and regulations of the lawfully established tariffs applicable to the services provided. Upon request, each Party promptly will furnish to the other such available information as reasonably may be required to execute the provisions and requirements of this Agreement.

SECTION 6 - CONSTRUCTION AND PROTECTION OF PLANT

Each Party will construct, equip, maintain and operate its facilities so that efficient and quality service will be furnished at all times. Each Party will take reasonable precautions in the location, construction and maintenance of its facilities for protection against hazard and interference from power lines and/or other sources.

SECTION 7 - BASIS OF COMPENSATION

The Parties will bill and pay access charges applicable for intrastate intra-LATA toll services that terminate and/or transport traffic on the facilities between the companies. In addition, the parties will bill and pay access charges applicable for intrastate intraLATA toll services that originate traffic from those exchanges listed on "Attachment D". "Attachment B", which is attached hereto and made a part hereof, further details the basis of compensation. Each Party will promptly furnish to the other such information as may be required for monthly compensation purposes. Where a Party proposes to revise tariffs which would affect rights and obligations under this Agreement, the proposing Party will notify the other Party of the proposed changes to the tariff at the time such changes are filed with the Commission. In addition, the proposing Party shall notify the other Party of the changes to the tariff as soon as possible after approval by the Commission.

SECTION 8 - NON-TRAFFIC SENSITIVE (NTS) COST ALLOCATION SHIFT

The Parties will shift a portion of the NTS cost allocation to intraLATA toll from the initial intrastate intraLATA frozen SPF levels toward "moving" intraLATA SLU levels in accordance with the Conceptual Framework. Both Parties mutually agree that reasonable requests for information regarding NTS shifts will be provided on a timely basis to permit filings for and filings with the Commission.

SECTION 9 - POINT OF PRESENCE

For the purpose of this Agreement, Point of Presence (POP) denotes a point which will be used by the Parties to calculate interexchange access compensation rates and charges, applying meet point billing principles for intrastate intraLATA toll services. Such POPs applicable to this Agreement are listed on "Attachment A", which is attached hereto and made a part hereof. Changes in POP locations can be made by a Party provided that a minimum of 180 days written notice is given to the other Party. Such notice shall be given consistent with Section 22 of this Agreement.

SECTION 10 - CHANGES IN AGREEMENT

Except as specifically provided elsewhere in this Agreement, the Parties may amend, add to or delete any provision of this Agreement or its Attachments only by jointly executing a written Supplement to this Agreement. Once executed, a written Supplement becomes part of this Agreement and binding on its effective date. The Party wishing to make changes to this Agreement will notify the other Party in writing in accordance with the notice provisions of Section 22 of this agreement.

SECTION 11 - JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.

SECTION 12 - ENTIRE AGREEMENT

This Agreement, "Attachments A thru F", its Notices, and any jointly executed written Supplements constitute the entire agreement and the complete understanding between the Parties. No other verbal or written representations, of any kind, shall affect the rights or the obligations of the Parties. To the extent this Agreement conflicts with rules and regulations contained in the Parties' tariffs which are on file with and approved by the Commission, said tariffs shall control.

SECTION 13 - LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS

Unless otherwise expressly provided in this Agreement, the Parties agree to the following limitations of liability and indemnifications:

- A. Neither Party will be liable to the other for any damages or for any losses, of any kind, resulting or arising from, in whole or in part, events or occurrences beyond either Party's control: for example, inclement weather, strikes, other work stoppages, or power outages.

- B. Neither Party will be liable to the other for either Party's indirect, incidental, consequential (including but not limited to lost profits) or punitive damages arising, in whole or in part, from either Party's actions, omissions, or negligence relating to performance under this Agreement.
- C. Each Party agrees to indemnify and to hold the other harmless against and with respect to any and all third-party claims, demands, liabilities, or court actions arising from said Party's actions, omissions, mistakes, or negligence, occurring during the course of said Party's performance under this Agreement.

The indemnity obligations set forth above are conditioned upon the indemnitor's prior receipt of written notice of any claim and having been given a meaningful opportunity to defend the claim.

SECTION 14 - NO WAIVER

No failure of a Party to enforce a provision of this Agreement will be construed as a general or a specific waiver of that provision, of a Party's right to enforce that provision, or of a Party's right to enforce any other provision of this Agreement.

SECTION 15 - CONFIDENTIALITY OF PROPRIETARY DATA

The Parties to this Agreement anticipate and recognize that they will exchange, or come into possession of, data about each other's customers and each other's businesses as a result of this Agreement. Each Party agrees (1) to treat all such data as strictly confidential and (2) to use such data only for purposes of performance under this Agreement. Each Party agrees not to disclose data on the other Party's customers or business to any person without first securing the written consent of the other Party. The foregoing shall not apply to information which is in the public domain.

If a court or governmental agency orders a Party to disclose or to provide any data or information covered by this Section, that Party will immediately inform the other Party of the request or order before responding to the order. The Party requested or ordered to disclose will inform the other Party both by telephone and certified mail.

This Section will not preclude the disclosure by the Parties of information or material described in this section to consultants, agents, or attorneys representing the respective Parties or the Office of the Public Counsel and Commission Staff provided that these third-parties are bound by the same or comparable confidentiality requirements as the principal Parties of this Agreement. The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

Anything to the contrary in Section 13 notwithstanding, the Parties shall have the right to pursue any remedy available at law or in equity for breach of this confidentiality obligation.

SECTION 16 - AGREEMENT DOES NOT BENEFIT NONPARTIES

In entering into, and in performing under this Agreement, the Parties do not intend nor should the Agreement be construed to benefit any third party in any way. This Agreement does not enlarge, or change, in any way, any rights of any third party which would exist if this Agreement did not exist.

SECTION 17 - LAWFULNESS AND SEVERABILITY

In the event that a court or other governmental agency with proper jurisdiction issues a final order finding that a provision of this Agreement is unlawful or that this Agreement, as a whole, is unlawful or may not be enforced, one or both of the Parties may take whatever action is appropriate to modify or terminate this Agreement.

SECTION 18 - DISPUTES

If disputes arise with regard to this Agreement or its Attachments during the term of this Agreement, the following process will govern except where specific processes are provided within this Agreement or otherwise required by tariff.

- A. The Party initiating the dispute will notify the other Party, pursuant to Section 22, that a disagreement has arisen and that discussions between the Parties have failed to resolve the issue.
- B. At any time after such notification, the Parties, if mutually agreeable, may submit to binding or non-binding arbitration to resolve the dispute.

SECTION 19 - ASSIGNMENT

Except as otherwise expressly provided in this Agreement, either Party may assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, upon written notice to the other Party, pursuant to Section 22, at least 30 days in advance of the assignment.

SECTION 20 - TERM OF AGREEMENT

Unless otherwise agreed by the Parties, this Agreement shall be in effect to the extent necessary to remain in compliance with the terms of the Conceptual Framework as modified by the Commission in its Order of Clarification and Denying Rehearing dated December 11, 1987.

SECTION 21 - VERIFICATION REVIEWS

Each Party to this contract will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Upon reasonable written notice, 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 a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

After the initial year of this Agreement, verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records 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 verification review purposes is limited to data not in excess of 24 months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the terms of Section 15 of this Agreement, Confidentiality of Proprietary Data.

The Party requesting a verification review shall fully bear its costs associated with conducting the review. The Party being reviewed will provide access to information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs reasonably incurred in complying with the request subsequent to the concurrence of reviewing Party.

SECTION 22 - NOTICE

All notices required by, permitted by, or relating to, this Agreement will be in writing and will be sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid to the Company Representatives. Representatives of the Parties for purposes of the notice are:

- A. Southwestern Bell Telephone Company
Director-Regulatory and Industry Relations
100 North Tucker, Room 1169
St. Louis, MO 63101
- B. GTE Midwest, Inc.
Regional Director-External Affairs
1000 GTE Drive
Wentzville, MO 63385

Either Party may change its representative by giving written notice in accordance with this Section of the Agreement.

SECTION 23 - TITLES NOT GOVERNING

The title of each section of this Agreement is provided for organizational purposes only and shall not be used to interpret any provision of this Agreement.

SECTION 24 - GOOD FAITH

Each Party agrees that it will act in good faith to carry out the obligations undertaken in this Agreement. Further, neither Party shall act in a manner so as to frustrate the purpose or intent of the terms and conditions of this Agreement.

SECTION 25 - EXECUTION

The Parties authorize and execute this Intrastate IntraLATA Toll Service Agreement in duplicate, with each being deemed an original, this 1st day of October, 1994. Each Party warrants that the person affixing his/her name hereto on behalf of said Party is authorized to execute this Agreement.

SOUTHWESTERN BELL TELEPHONE COMPANY

Richard L. Taylor
(Signature)

Richard L. Taylor
(Name Typed)

Director-Regulatory
and Industry Relations
(Title)

5-5-95
(Date)

GTE MIDWEST, INC.

Oscar C. Gomez
(Signature)

Oscar C. Gomez
(Name Typed)

Assistant Vice President
Regulatory and Governmental Affairs
(Title)

5-26-95
(Date)

LIST OF ATTACHMENTS

This Exhibit to the Agreement is for information purposes only.

ATTACHMENT	DESCRIPTION
A	Designation of Primary Carrier Point of Presence (POP) and Meet Points Between PTC Toll Center Complexes
B	Basis of Compensation
C	Private Line Compensation
D	Designation of Primary Carrier Exchanges Served by Another Primary Carrier Toll Center and Points of Connection Between End Office Exchanges and Toll Center Complex
E	Recording/Rating Definitions and Procedures for Exchanges Listed in Attachment D
F	Network Design and Description

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Attached to and made a part of the Missouri Intrastate IntraLATA Toll Agreement effective October 1, 1994, between Southwestern Bell Telephone Company, hereinafter referred to as SWBT and GTE Midwest, Inc., hereinafter referred to as GTE.

Springfield Toll Complex (TC)Connecting to Aurora TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7384 H 3873
WATS (Orig)	Springfield	V 7311 H 3834	V 7384 H 3873
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Aurora Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Aurora	V 7389 H 3884	V 7310 H 3831
WATS (Orig)	Aurora	V 7389 H 3884	V 7310 H 3831
800 (Term)	Aurora	V 7389 H 3884	V 7384 H 3873

Springfield Toll Complex (TC)Connecting to Branson TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7417 H 3780
WATS (Orig)	Springfield	V 7311 H 3834	V 7417 H 3780
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Branson Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Branson	V 7418 H 3773	V 7310 H 3831
WATS (Orig)	Branson	V 7418 H 3773	V 7310 H 3831
800 (Term)	Branson	V 7418 H 3773	V 7417 H 3780

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Springfield Toll Complex (TC)Connecting to Buffalo TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7240 H 3832
WATS (Orig)	Springfield	V 7311 H 3834	V 7240 H 3832
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Buffalo Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Buffalo	V 7211 H 3843	V 7310 H 3831
WATS (Orig)	Buffalo	V 7211 H 3843	V 7310 H 3831
800 (Term)	Buffalo	V 7211 H 3843	V 7240 H 3832

Springfield Toll Complex (TC)Connecting to Cassville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7458 H 3880
WATS (Orig)	Springfield	V 7311 H 3834	V 7458 H 3880
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Cassville Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cassville	V 7458 H 3880	V 7310 H 3831
WATS (Orig)	Cassville	V 7458 H 3880	V 7310 H 3831
800 (Term)	Cassville	V 7458 H 3880	V 7458 H 3880

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Springfield Toll Complex (TC)Connecting to El Dorado Springs TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7270 H 4047
WATS (Orig)	Springfield	V 7311 H 3834	V 7270 H 4047
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

El Dorado Springs Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	El Dorado Spr	V 7231 H 4008	V 7310 H 3831
WATS (Orig)	El Dorado Spr	V 7231 H 4008	V 7310 H 3831
800 (Term)	El Dorado Spr	V 7231 H 4008	V 7270 H 4047

Springfield Toll Complex (TC)Connecting to Greenfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7310 H 3938
WATS (Orig)	Springfield	V 7311 H 3834	V 7310 H 3938
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Greenfield Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Greenfield	V 7310 H 3941	V 7310 H 3831
WATS (Orig)	Greenfield	V 7310 H 3941	V 7310 H 3831
800 (Term)	Greenfield	V 7310 H 3941	V 7310 H 3938

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A
 DESIGNATION OF PRIMARY CARRIER
 POINT OF PRESENCE (POP) AND
 MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Springfield Toll Complex (TC)Connecting to Marshfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7240 H 3832
WATS (Orig)	Springfield	V 7311 H 3834	V 7240 H 3832
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Marshfield Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Marshfield	V 7259 H 3785	V 7310 H 3831
WATS (Orig)	Marshfield	V 7259 H 3785	V 7310 H 3831
800 (Term)	Marshfield	V 7259 H 3785	V 7240 H 3832

Springfield Toll Complex (TC)Connecting to Sarcoxie TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Springfield	V 7311 H 3834	V 7398 H 3953
WATS (Orig)	Springfield	V 7311 H 3834	V 7398 H 3953
800 (Term)	Springfield	V 7311 H 3834	V 7310 H 3831

Sarcoxie Toll Complex (TC)Connecting to Springfield TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Sarcoxie	V 7398 H 3953	V 7310 H 3831
WATS (Orig)	Sarcoxie	V 7398 H 3953	V 7310 H 3831
800 (Term)	Sarcoxie	V 7398 H 3953	V 7398 H 3953

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

St. Louis Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	St. Louis	V 6807 H 3490	V 6804 H 3562
WATS (Orig)	St. Louis	V 6807 H 3490	V 6804 H 3562
800 (Term)	St. Louis	V 6807 H 3490	V 6807 H 3483

Wentzville Toll Complex (TC)Connecting to St. Louis TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
WATS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
800 (Term)	Wentzville	V 6819 H 3601	V 6804 H 3562

Flat River Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Flat River	V 6982 H 3458	V 6804 H 3562
WATS (Orig)	Flat River	V 6982 H 3458	V 6804 H 3562
800 (Term)	Flat River	V 6982 H 3458	V 6807 H 3483

Wentzville Toll Complex (TC)Connecting to Flat River TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
WATS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
800 (Term)	Wentzville	V 6819 H 3601	V 6804 H 3562

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Hannibal Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Hannibal	V 6688 H 3763	V 6804 H 3562
WATS (Orig)	Hannibal	V 6688 H 3763	V 6804 H 3562
800 (Term)	Hannibal	V 6688 H 3763	V 6686 H 3767

Wentzville Toll Complex (TC)Connecting to Hannibal TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Wentzville	V 6819 H 3601	V 6686 H 3767
WATS (Orig)	Wentzville	V 6819 H 3601	V 6686 H 3767
800 (Term)	Wentzville	V 6819 H 3601	V 6804 H 3562

Mexico Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Mexico	V 6825 H 3792	V 6804 H 3562
WATS (Orig)	Mexico	V 6825 H 3792	V 6804 H 3562
800 (Term)	Mexico	V 6825 H 3792	V 6807 H 3483

Wentzville Toll Complex (TC)Connecting to Mexico TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
WATS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
800 (Term)	Wentzville	V 6819 H 3601	V 6804 H 3562

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Sikeston Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Sikeston	V 7099 H 3220	V 6804 H 3562
WATS (Orig)	Sikeston	V 7099 H 3220	V 6804 H 3562
800 (Term)	Sikeston	V 7099 H 3220	V 6807 H 3483

Wentzville Toll Complex (TC)Connecting to Sikeston TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
WATS (Orig)	Wentzville	V 6819 H 3601	V 6807 H 3483
800 (Term)	Wentzville	V 6819 H 3601	V 6804 H 3562

Rolla Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>UTC/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Rolla	V 7056 H 3662	V 6807 H 3483	V 6804 H 3562
WATS (Orig)	Rolla	V 7056 H 3662	V 6807 H 3483	V 6804 H 3562
800 (Term)	Rolla	V 7056 H 3662	<u>UTC/GTE</u> V 7056 H 3662	

Wentzville Toll Complex (TC)Connecting to Rolla TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/UTC</u> <u>Meet Point V&H</u>	<u>SWBT/UTC</u> <u>Meet Point V&H</u>
MTS (orig)	Wentzville	V 6819 H 3601	V 7056 H 3662	
WATS (Orig)	Wentzville	V 6819 H 3601	V 7056 H 3662	
800 (Term)	Wentzville	V 6819 H 3601	<u>GTE/SWBT</u> V 6804 H 3562	<u>SWBT/UTC</u> V 6807 H 3483

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Sullivan Toll Complex (TC) Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>FID/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Sullivan	V 6960 H 3591	V 6962 H 3594	V 6804 H 3562
WATS (Orig)	Sullivan	V 6960 H 3591	V 6962 H 3594	V 6804 H 3562
800 (Term)	Sullivan	V 6960 H 3591	<u>FID/GTE</u> V 6950 H 3594	

Wentzville Toll Complex (TC) Connecting to Sullivan TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/FID</u> <u>Meet Point V&H</u>	<u>SWBT/FID</u> <u>Meet Point V&H</u>
MTS (Orig)	Wentzville	V 6819 H 3601	V 6950 H 3594	
WATS (Orig)	Wentzville	V 6819 H 3601	V 6950 H 3594	
800 (Term)	Wentzville	V 6819 H 3601	<u>GTE/SWBT</u> V 6804 H 3562	V 6962 H 3594

St. Joseph Toll Complex (TC) Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	St. Joseph	V 6913 H 4301	V 6905 H 4271
WATS (Orig)	St. Joseph	V 6913 H 4301	V 6905 H 4271
800 (Term)	St. Joseph	V 6913 H 4301	V 6905 H 4271

Cameron Toll Complex (TC) Connecting to St. Joseph TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Moberly Toll Complex (TC)Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Moberly	V 6817 H 3899	V 6905 H 4271
WATS (Orig)	Moberly	V 6817 H 3899	V 6905 H 4271
800 (Term)	Moberly	V 6817 H 3899	V 6905 H 4271

Cameron Toll Complex (TC)Connecting to Moberly TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271

Chillicothe Toll Complex (TC)Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Chillicothe	V 6820 H 4104	V 6905 H 4271
WATS (Orig)	Chillicothe	V 6820 H 4104	V 6905 H 4271
800 (Term)	Chillicothe	V 6820 H 4104	V 6905 H 4271

Cameron Toll Complex (TC)Connecting to Chillicothe TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271

Kansas City Toll Complex (TC)Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Kansas City	V 7027 H 4202	V 6905 H 4271
WATS (Orig)	Kansas City	V 7027 H 4202	V 6905 H 4271
800 (Term)	Kansas City	V 7027 H 4202	V 6905 H 4271

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Cameron Toll Complex (TC) Connecting to Kansas City TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271

Kirksville Toll Complex (TC) Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Kirksville	V 6674 H 3993	V 6905 H 4271
WATS (Orig)	Kirksville	V 6674 H 3993	V 6905 H 4271
800 (Term)	Kirksville	V 6674 H 3993	V 6905 H 4271

Cameron Toll Complex (TC) Connecting to Kirksville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271

St. Joseph Toll Complex (TC) Connecting to Savannah TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	St. Joseph	V 6913 H 4301	V 6865 H 4285
WATS (Orig)	St. Joseph	V 6913 H 4301	V 6865 H 4285
800 (Term)	St. Joseph	V 6913 H 4301	V 6865 H 4285

Savannah Toll Complex (TC) Connecting to St. Joseph TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Moberly Toll Complex (TC)Connecting to Savannah TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Moberly	V 6817 H 3899	V 6865 H 4285
WATS (Orig)	Moberly	V 6817 H 3899	V 6865 H 4285
800 (Term)	Moberly	V 6817 H 3899	V 6865 H 4285

Savannah Toll Complex (TC)Connecting to Moberly TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285

Chillicothe Toll Complex (TC)Connecting to Savannah TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Chillicothe	V 6820 H 4104	V 6865 H 4285
WATS (Orig)	Chillicothe	V 6820 H 4104	V 6865 H 4285
800 (Term)	Chillicothe	V 6820 H 4104	V 6865 H 4285

Savannah Toll Complex (TC)Connecting to Chillicothe TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285

Kansas City Toll Complex (TC)Connecting to Savannah TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Kansas City	V 7027 H 4202	V 6865 H 4285
WATS (Orig)	Kansas City	V 7027 H 4202	V 6865 H 4285
800 (Term)	Kansas City	V 7027 H 4202	V 6865 H 4285

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Savannah Toll Complex (TC)Connecting to Kansas City TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285

Kirksville Toll Complex (TC)Connecting to Savannah TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Kirksville	V 6674 H 3993	V 6865 H 4285
WATS (Orig)	Kirksville	V 6674 H 3993	V 6865 H 4285
800 (Term)	Kirksville	V 6674 H 3993	V 6865 H 4285

Savannah Toll Complex (TC)Connecting to Kirksville TCC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285

Cameron Toll Complex (TC)Connecting to Maryville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/UT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271	V 6813 H 4330
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271	V 6813 H 4330
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271	V 6813 H 4330

Maryville Toll Complex (TC)Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>UT/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Maryville	V 6799 H 4355	V 6813 H 4330	V 6905 H 4271
WATS (Orig)	Maryville	V 6799 H 4355	V 6813 H 4330	V 6905 H 4271
800 (Term)	Maryville	V 6799 H 4355	V 6813 H 4330	V 6905 H 4271

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Cameron Toll Complex (TC)Connecting to Warrensburg TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/UT</u> <u>Meet Point V&H</u>
MTS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271	V 7024 H 4048
WATS (Orig)	Cameron	V 6877 H 4206	V 6905 H 4271	V 7024 H 4048
800 (Term)	Cameron	V 6877 H 4206	V 6905 H 4271	V 7024 H 4048

Warrensburg Toll Complex (TC)Connecting to Cameron TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>UT/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Warrensburg	V 7036 H 4042	V 7024 H 4048	V 6905 H 4271
WATS (Orig)	Warrensburg	V 7036 H 4042	V 7024 H 4048	V 6905 H 4271
800 (Term)	Warrensburg	V 7036 H 4042	V 7024 H 4048	V 6905 H 4271

Savannah Toll Complex (TC)Connecting to Maryville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/UT</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285	V 6813 H 4330
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285	V 6813 H 4330
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285	V 6813 H 4330

Maryville Toll Complex (TC)Connecting to Savannah TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>UT/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Maryville	V 6799 H 4355	V 6813 H 4330	V 6865 H 4285
WATS (Orig)	Maryville	V 6799 H 4355	V 6813 H 4330	V 6865 H 4285
800 (Term)	Maryville	V 6799 H 4355	V 6813 H 4330	V 6865 H 4285

Savannah Toll Complex (TC)Connecting to Warrensburg TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>GTE/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/UT</u> <u>Meet Point V&H</u>
MTS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285	V 7024 H 4048
WATS (Orig)	Savannah	V 6877 H 4314	V 6865 H 4285	V 7024 H 4048
800 (Term)	Savannah	V 6877 H 4314	V 6865 H 4285	V 7024 H 4048

* The applicable V&H mileage and Meet-Point amounts will be calculated in the SWB maintained V&H Data Base, based on the V&H coordinates in the attachment.

<u>Warrensburg Toll Complex (TC)</u>			<u>Connecting to Savannah TC</u>	
<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>UT/SWBT</u> <u>Meet Point V&H</u>	<u>SWBT/GTE</u> <u>Meet Point V&H</u>
MTS (Orig)	Warrensburg	V 7036 H 4042	V 7024 H 4048	V 6865 H 4285
WATS (Orig)	Warrensburg	V 7036 H 4042	V 7024 H 4048	V 6865 H 4285
800 (Term)	Warrensburg	V 7036 H 4042	V 7024 H 4048	V 6865 H 4285

The Parties authorize and execute this Attachment to be effective the 19th day of Sept 1996.

GTE MIDWEST, INC.

(Signature)

Oscar C. Gomez
(Name Typed)

Assistant Vice President
Regulatory and Governmental Affairs
(Title)

(Date) _____

ATTACHMENT B

BASIS OF COMPENSATION

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

This Attachment is attached to and made a part of the Missouri Intrastate IntraLATA Toll Services Agreement effective October 1, 1994, between Southwestern Bell Telephone Company, hereinafter referred to as SWBT, and GTE Midwest, Inc., hereinafter referred to as GTE, (collectively referred to hereinafter as "Parties").

From the effective date hereof, this Attachment shall be the basis of compensation between the Parties for all intrastate intraLATA toll traffic, except private line services which are covered by a separate Attachment. Said traffic shall be furnished under intrastate intraLATA tolls service tariffs on file with and approved by the Commission. For purposes of this Attachment, the "responsible PTC" is defined as the PTC in whose complex and/or exchange MTS and WATS calls originate and 800 Service calls terminate.

It is hereby agreed that compensation amounts which each PTC will receive from other PTCs for its participation in the handling of intrastate intraLATA toll services, as defined herein, will be at the rates listed for intraLATA access services in that PTC's intrastate access tariff. The subtending secondary carrier's Access Service Tariff will apply to traffic originating or terminating in its exchange(s).

Each Party is serving as a Primary Toll Carrier (PTC) solely pursuant to the terms of the Conceptual Framework, as modified by subsequent Commission Orders dated April 3, 1987, October 23, 1987, December 11, 1987, and December 17, 1993. Both Parties hereby agree to undertake the obligations of provider of last resort for the services governed by this Agreement, only for the term of the Agreement and in accordance with the terms of said Commission orders. Each Party specifically denies that, by virtue of any of the agreements herein, by executing this contract or by filing any tariffs applicable to services governed by this Agreement, it is undertaking to provide or professing to serve or offering to provide such services to exchanges for which it is not the authorized local exchange provider.

This Attachment further sets forth methods to be used in the determination of such compensation.

1. BASIS OF COMPENSATION

- A. Compensation between PTCs will be based on each PTC's and any subtending SC's access service rates for access facilities necessary to complete the call and originate calls from those exchanges listed in Attachment "D". This compensation will be paid by the responsible PTC to the other PTC.

- B. The POP locations will be as outlined in "Attachment A" to this Agreement and its Supplements. The non-POP locations will be as outlined in "Attachment D" to this Agreement and its Supplements.
- C. Originating access minutes will apply from the originating end office for MTS and 800 Service, and from the WATS Service Office (WSO) for WATS, to the originating POP. Terminating access minutes will apply from the terminating POP to the terminating end office for MTS and WATS and to the WSO for 800 Service.
- D. Meet point billing will be utilized for PTC/PTC transport charges. Each PTC's toll routing, V&H coordinates of the meet point, percent ownership and mileages shall be maintained in the V&H data base using the data from "Attachments A and D" and their Supplements to this Agreement.
- E. PTCs will summarize originating toll usage from their originating end office or toll complex to terminating end office.
1. The responsible PTC will send MTS and WATS toll message summaries to the other Party for traffic which the other Party transports or terminates. This summary data will detail terminating access minutes from each end office or POP to each of the respective exchanges in the other Party's toll complexes. Where either of the Parties furnish intermediate facilities between the responsible PTC and the terminating PTC, the responsible PTC will also furnish MTS and WATS usage summaries to the other Party or Parties for traffic which the other Party transports on the intermediate facilities.
 2. The responsible PTC's 800 service toll usage records will have the data necessary for the generation of monthly summary records.


Where either of the Parties furnish intermediate facilities between the originating PTC and responsible PTC, the terminating PTC will furnish 800 Service usage summaries to the other Party or Parties for traffic which the other Party transports on the intermediate facilities. This summary data will detail messages and conversation minutes from the originating end office of the other PTC to the terminating toll center of the responsible PTC.
 3. The above summaries will be based on message data received and processed from the 21st through the 20th calendar day of the following month. They will be furnished to the other Party by the 5th work day following the 20th of the month in formats mutually agreed to between the Parties.
- F. Based on the above toll usage summaries, each of the Parties will issue a monthly settlement statement to the other Party for terminating MTS and WATS, and originating 800 Service traffic. These statements will reflect the appropriate PTC tariff rates and the tariff rates of each of the respective SCs involved in completing the call.

2. PRESENTATION AND FORMAT

- A. The format of the monthly PTC settlement statement is the responsibility of each PTC as long as sufficient settlement detail is provided.
- B. The settlement statement will be transmitted by the 15th calendar day of the month following the data month. Terms of payment will be based upon the applicable provisions of the billing Party's intrastate Access Service Tariff.

The Parties authorize and execute this Attachment to be effective the 1st day of October, 1994.

SOUTHWESTERN BELL TELEPHONE COMPANY

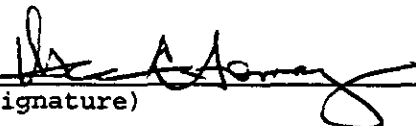

(Signature)

Richard L. Taylor
(Name Typed)

Director-Regulatory
and Industry Relations
(Title)

5-5-95
(Date)

GTE MIDWEST, INC.


(Signature)

Oscar C. Gomez
(Name Typed)

Assistant Vice President
Regulatory and Governmental Affairs
(Title)

5-26-95
(Date)

ATTACHMENT C

PRIVATE LINE COMPENSATION

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

This Attachment is attached to and made a part of the Missouri Intrastate IntraLATA Toll Services Agreement between Southwestern Bell Telephone Company, hereinafter referred to as SWBT, and GTE Midwest, Inc., hereinafter referred to as GTE, (collectively referred to hereinafter as "Parties").

This Attachment shall be the basis of compensation for all private line traffic. Said traffic shall be furnished under intrastate intraLATA Private Line tariffs filed with and approved by the Commission. It is hereby agreed that compensation amounts which the Parties are to receive for their participation in the handling of intrastate intraLATA private line services will be at the rates listed in the Parties' respective intrastate Private Line tariffs, on a meet point basis. In the event a service is detariffed or deregulated, the appropriate rates, as mutually agreed to by the Parties, will be set forth in a separate agreement. In the event private line services are converted to special access rate treatment, compensation as mutually agreed to by the Parties will be set forth in a Supplement to this Agreement.

1. BASIS OF COMPENSATION

Billed revenues for jointly provided private line circuits (including the private line portion of Foreign Exchange (FX) circuits) will be collected by the billing company and shared with the other company(s) providing a portion of the service based on the billable elements as defined in the respective company's private line tariff. The billable elements will be identified by use of the USOC code and the company's Service and Equipment Code, if appropriate.

- A. Revenue for location-based recurring items will be 100% assigned to the company having the billing location of the item provided.
- B. For FX circuits, "Point of Termination" items, defined by USOCs T21, T22 and T1S, will be assigned by location to the company providing the "open end" of the FX circuit. The open end company will share revenue from T21, T22 and T1S rate elements with the closed end company as outlined in paragraph D.
- C. Revenues for jointly provided interexchange mileage for each point-to-point segment of a circuit will be prorated and distributed to the providing companies based on interconnection points for each company as indicated in the V&H database maintained by Southwestern Bell Telephone Company.

The interexchange mileage for private lines will be allocated on a meet point basis in the following manner:

1. The airline (V&H) mileage between the primary serving offices of each Local Exchange Telephone Company will be determined.
 2. The "route miles" for the circuit will be determined by summing the airline (V&H) mileage between each primary serving office and the point of connection with and between points of connection between the next Local Exchange Telephone Company providing facilities on the circuit.
 3. The airline mileage determined in "1." will then be multiplied by each company's ratio of the total "route miles" determined in "2." to determine the airline mileage for each Local Exchange Telephone Company.
- D. Non-recurring charges will be 100% assigned to the providing company by billing location in the same manner as location-based recurring items. Any FX non-recurring charges as described in paragraph B above will be adjusted as described therein. There are no non-recurring charges for jointly provided interexchange mileage. Tariff rate changes notwithstanding, the compensation for the T21, T22 and T1S rate elements will continue to be 62.19%, 53.75% and 34.56% respectively of the rates in effect as of the effective date of this Agreement.
- E. Billing adjustments will be prorated and distributed to participating companies based on analysis of the recurring and non-recurring adjustments involved and the interconnection point of each company.
- F. Compensation for CPE is not a part of this Attachment.
- G. The billing company will continue to perform billing and collection functions without any specific compensation between companies.

2. FORM OF REVENUE DISTRIBUTION

The PTC of the billing company will distribute the appropriate revenues, as described above, to the other Party for the portion of the circuit provided by that Party or its subtending SCs. The distribution forms will be formatted at the discretion of the PTC, but at a minimum, will identify each circuit, the revenues received and the amounts due the other Party and its subtending SCs, if any.

3. ORDERING AND PROVISIONING

The Party accepting the order for private line service is responsible for coordination of end-to-end provisioning for that order, as well as for billing. The Parties will accept customer orders for private line service only when they are involved in provisioning the requested service. Other requests for private line service will be referred to an appropriate PTC.

Dissemination of disconnect notices to all involved companies on a jointly provided circuit are the responsibility of the billing company, unless mutually agreed otherwise.

4. PROVISION FOR RATE CHANGE NOTIFICATION

Notification regarding rate changes shall be provided as specified in Section 7 of the Agreement.

5. TAXES

The Parties agree that the billing Party shall collect all applicable taxes from End Users that they bill. Notwithstanding any provisions of this Agreement, the billing Party shall retain and remit such tax revenue to the appropriate taxing authority. The Parties further agree that the billing Party remains liable to such taxing authorities to the same extent and in the same manner as prior to the execution of this Agreement and prior to implementation of the Primary Carrier by Toll Center Plan. Nothing in this Agreement shall affect said liability of the billing Party in any way.

The Parties authorize and execute this Attachment this 1st day of October, 1994.

SOUTHWESTERN BELL TELEPHONE COMPANY

GTE MIDWEST, INC.

Richard L. Taylor
(Signature)

Oscar C. Gomez
(Signature)

Richard L. Taylor
(Name Typed)

Oscar C. Gomez
(Name Typed)

Director-Regulatory
and Industry Relations
(Title)

Assistant Vice President
Regulatory and Governmental Affairs
(Title)

5-5-95
(Date)

5-26-95
(Date)

ATTACHMENT D

PRIMARY CARRIER EXCHANGES SERVED BY SWBT TOLL CENTER COMPLEX (POP)

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

This Attachment is attached to and made part of the Missouri Intrastate IntraLATA Toll Service Agreement between Southwestern Bell Telephone Company, hereinafter referred to as SWBT, and GTE Midwest, Inc., hereinafter referred to as GTE.

<u>Toll Service</u>	<u>PTC Toll Complex POP Location</u>	<u>POP V-H Coordinate</u>				
MTS, WATS/800	Chillicothe	V= 6820 H= 4104				

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>	<u>Recording (1) Company</u>	<u>Rating (2) Company</u>		
Brunswick V= 6862 H= 4008	V= 6864 H= 4007	SWB 97% GTE 3%	SWB	SWB		
Dalton V= 6859 H= 3983	V= 6854 H= 3991	SWB 93% GTE 7%	GTE	GTE		
Keytesville V= 6849 H= 3979	V= 6854 H= 3991	SWB 88% GTE 12%	GTE	GTE		

(1) Recording includes Assembly & Editing and Message Detail

(2) WATS/800 rated by GTE.

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<u>Toll Service</u>	<u>PTC Toll Complex POP Location</u>	<u>POP V-H Coordinate</u>		
MTS, WATS/800	Flat River	V= 6982 H= 3458		
<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>	<u>Recording (1) Company</u>	<u>Rating (2) Company</u>
Annapolis V= 7090 H= 3441	V= 7040 H= 3452	SWB 53%	GTE	GTE
Belgrade V= 7020 H= 3503	V= 7020 H= 3503	SWB 100%	SWB	SWB
Belleview V= 7032 H= 3477	V= 7032 H= 3477	SWB 100%	SWB	SWB
Boss V= 7073 H= 3543	V= 7073 H= 3543	SWB 100%	SWB	SWB
Bunker V= 7113 H= 3529	V= 7113 H= 3529	SWB 100%	SWB	SWB
Caledonia V= 7018 H= 3490	V= 7018 H= 3490	SWB 100%	SWB	SWB
Centerville V= 7096 H= 3487	V= 7097 H= 3487	SWB 97% GTE 3%	SWB	SWB
Irondale V= 6999 H= 3480	V= 6999 H= 3480	SWB 100%	SWB	SWB
Irononton V= 7040 H= 3452	V= 7040 H= 3452	SWB 100%	GTE	GTE
Lesterville V= 7085 H= 3472	V= 7084 H= 3471	SWB 97% GTE 3%	SWB	SWB
Oates V= 7080 H= 3515	V= 7079 H= 3515	SWB 97% GTE 3%	SWB	SWB
Potosi V= 6987 H= 3510	V= 6987 H= 3510	SWB 100%	GTE	GTE

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(2) WATS/800 rated by GTE.

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<u>Toll Service</u>	<u>PTC Toll Complex</u>		<u>POP Location</u>		<u>POP V-H Coordinate</u>	
MTS, WATS/800	Hannibal		V= 6688 H= 3763			

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>		<u>Recording (1) Company</u>	<u>Rating (2) Company</u>	
Ewing V= 6650 H= 3845	V= 6651 H= 3839	SWB GTE	93% 7%	SWB	SWB	
Lewistown V= 6642 H= 3867	V= 6640 H= 3871	SWB GTE	95% 5%	SWB	SWB	
Monticello V= 6629 H= 3855	V= 6640 H= 3871	SWB GTE	84% 16%	SWB	SWB	

(1) Recording includes Assembly & Editing and Message Detail

(2) WATS/800 rated by GTE.

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<u>Toll Service</u>	<u>PTC Toll Complex POP Location</u>	<u>POP V-H Coordinate</u>			
MTS, WATS/800	Kansas City	V= 7027 H= 4202			

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>	<u>Recording(1) Company</u>	<u>Rating(2) Company</u>	
Concordia V= 6981 H= 4035	V= 6980 H= 4035	SWB 100%	GTE	GTE	

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(2) WATS/800 rated by GTE.

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<u>Toll Service</u>	<u>PTC Toll Complex</u>		<u>POP Location</u>		<u>POP V-H Coordinate</u>	
MTS, WATS/800	Kirksville		V= 6674 H= 3993			

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>		<u>Recording (1) Company</u>	<u>Rating (2) Company</u>	
Elmer V= 6726 H= 3981	V= 6689 H= 3979	SWB	37%	SWB	SWB	
		GTE	63%			
Gorin V= 6602 H= 3924	V= 6603 H= 3924	SWB	97%	SWB	SWB	
		GTE	3%			
Kahoka V= 6570 H= 3882	V= 6580 H= 3896	SWB	88%	GTE	GTE	
		GTE	12%			
La Belle V= 6643 H= 3885	V= 6643 H= 3885	SWB	100%	SWB	SWB	
La Plata V= 6701 H= 3963	V= 6689 H= 3979	SWB	50%	SWB	SWB	
		GTE	50%			
Memphis V= 6592 H= 3955	V= 6592 H= 3957	SWB	97%	SWB	SWB	
		GTE	3%			
Queen City V= 6631 H= 4010	V= 6631 H= 4010	SWB	100%	SWB	SWB	
Revere V= 6552 H= 3883	V= 6580 H= 3896	SWB	81%	SWB	SWB	
		GTE	19%			
Unionville V= 6648 H= 4081	V= 6660 H= 4081	SWB	88%	SWB	SWB	
		GTE	12%			
Wayland V= 6564 H= 3861	V= 6580 H= 3896	SWB	77%	GTE	GTE	
		GTE	23%			

(1) Recording includes Assembly & Editing and Message Detail

(2) WATS/800 rated by GTE.

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<u>Toll Service</u>	<u>PTC Toll Complex</u>		<u>POP Location</u>		<u>POP V-H Coordinate</u>	
MTS, WATS/800	Moberly		V= 6817 H= 3899			

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>		<u>Recording (1) Company</u>	<u>Rating (2) Company</u>	
Clarence V= 6739 H= 3903	V= 6750 H= 3917	SWB 79% GTE 21%		SWB	SWB	
Jamestown V= 6948 H= 3848	V= 6938 H= 3882	SWB 76% GTE 24%		SWB	SWB	
Macon V= 6755 H= 3934	V= 6758 H= 3945	SWB 86% GTE 14%		GTE	GTE	
Paris V= 6773 H= 3839	V= 6781 H= 3855	SWB 75% GTE 25%		SWB	SWB	
Prairie Home V= 6945 H= 3868	V= 6938 H= 3882	SWB 89% GTE 11%		SWB	SWB	
Wooldridge V= 6925 H= 3867	V= 6938 H= 3882	SWB 85% GTE 15%		SWB	SWB	

(1) Recording includes Assembly & Editing and Message Detail

(2) WATS/800 rated by GTE.

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<u>Toll Service</u>	<u>PTC Toll Complex POP Location</u>	<u>POP V-H Coordinate</u>
MTS, WATS/800	Sikeston	V= 7099 H= 3220

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H</u>	<u>Percent Ownership</u>	<u>Recording (1) Company</u>	<u>Rating (2) Company</u>
Birch Tree V= 7223 H= 3530	V= 7185 H= 3456	SWB 75% GTE 25%	SWB	SWB
Ellsinore V= 7178 H= 3408	V= 7178 H= 3408	SWB 100%	SWB	SWB
Eminence V= 7182 H= 3523	V= 7185 H= 3456	SWB 78% GTE 22%	SWB	SWB
Fremont V= 7205 H= 3475	V= 7208 H= 3481	SWB 97% GTE 3%	SWB	SWB
Timber V= 7147 H= 3547	V= 7185 H= 3456	SWB 71% GTE 29%	SWB	SWB
Van Buren V= 7185 H= 3456	V= 7185 H= 3456	SWB 100%	SWB	SWB
Winona V= 7209 H= 3506	V= 7185 H= 3456	SWB 82% GTE 18%	SWB	SWB

(1) Recording includes Assembly & Editing and Message Detail

(2) WATS/800 rated by GTE.

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Page 1 of 2

<u>Toll Service</u>	<u>PTC Toll Complex</u>		<u>POP V-H Coordinate</u>	
<u>MTS, WATS/800</u>	<u>POP Location</u>			
	Springfield		V= 7311 H= 3834	
<u>End Office Exchange</u> <u>and V-H Coordinate</u>	<u>Meetpoint</u> <u>V-H</u>	<u>Percent</u> <u>Ownership</u>	<u>Recording(1)</u> <u>Company</u>	<u>Rating(2)</u> <u>Company</u>
Bronaugh V= 7298 H= 4063	V= 7298 H= 4063	SWB 100%	SWB	SWB
Gainsville V= 7369 H= 3643	V= 7369 H= 3643	SWB 100%	GTE	GTE
Hurley V= 7380 H= 3841	V= 7380 H= 3841	SWB 100%	GTE	GTE
Manes V= 7210 H= 3704	V= 7230 H= 3707	SWB 87% GTE 13%	GTE	GTE
Nebo V= 7172 H= 3715	V= 7230 H= 3707	SWB 72% GTE 28%	GTE	GTE
Roby V= 7168 H= 3680	V= 7230 H= 3707	SWB 69% GTE 31%	SWB	SWB
Theodosia V= 7388 H= 3676	V= 7383 H= 3665	SWB 94% GTE 6%	GTE	GTE
Wasola V= 7342 H= 3684	V= 7342 H= 3681	SWB 98% GTE 2%	SWB	SWB

(1) Recording includes Assembly & Editing and Message Detail

(2) WATS/800 rated by GTE.

ATTACHMENT D

PRIMARY CARRIER EXCHANGES SERVED BY SWBT TOLL CENTER COMPLEX (POP)

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

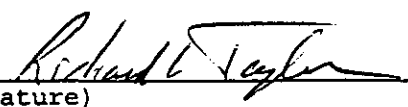
This Attachment is attached to and made part of the Missouri Intrastate IntraLATA Toll Service Agreement between Southwestern Bell Telephone Company, hereinafter referred to as SWBT, and GTE Midwest, Inc., hereinafter referred to as GTE.

<u>Toll Service</u>	<u>PTC Toll Complex POP Location</u>	<u>POP V-H Coordinate</u>
MTS, WATS/800	Jefferson City	V= 6963 H= 3782

<u>End Office Exchange and V-H Coordinate</u>	<u>Meetpoint V-H (GTE/SWBT)</u>	<u>Meetpoint V-H (SWBT/S/UTM)</u>	<u>Percent Ownership</u>	<u>Recording Company</u>	<u>Rating (2) Company</u>
Chamois (GTE) V=6914 H=3729	V=6914 H=3729	V=6967 H=3749	GTE -0- SWBT 62% S/UTM 38%	S/UTM	S/UTM
Morrison (GTE) V=6906 H=3717	V=6906 H=3717	V=6967 H=3749	GTE -0- SWBT 67% S/UTM 33%	S/UTM	S/UTM
Mt. Sterling (GTE) V=6948 H=3687	V=6948 H=3687	V=6967 H=3749	GTE -0- SWBT 66% S/UTM 34%	S/UTM	S/UTM

The Parties authorize and execute this Attachment this 19th day of Sept. 1996.

SOUTHWESTERN BELL TELEPHONE COMPANY

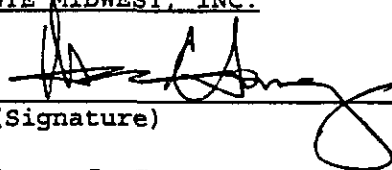

(Signature)

Richard L. Taylor
(Name Typed)

Director-Regulatory
and Industry Relations
(Title)

9-16-96
(Date)

GTE MIDWEST, INC.


(Signature)

Oscar C. Gomez
(Name Typed)

Assistant Vice President
Regulatory and Governmental Affairs
(Title)

(Date)

ATTACHMENT E

TRAFFIC RECORDING, RATING AND IDENTIFICATION FUNCTIONS, AND RATING
DEFINITIONS FOR EXCHANGES LISTED IN ATTACHMENT D

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

This Attachment is attached to and made part of the Missouri Intrastate IntraLATA Toll Service Agreement between Southwestern Bell Telephone Company, hereinafter referred to as SWBT, and GTE Midwest, Inc., hereinafter referred to as GTE.

For the purposes of this Agreement the following definitions apply:

- 1) Traffic Recording and Identification Functions are those services defined in paragraphs two through six below.
- 2) Automatic Number Identification is the process which identifies the telephone number of the line initiating a call.
- 3) Operator Number Identification (ONI) is the process which identifies the telephone number of the line initiating a call by use of an operator.
- 4) Recording Services is the entering on magnetic tape, or other media acceptable to both parties, the details of customer messages originated through Switched or Special Access Service for which answer and disconnect supervision has been received. Recording is provided 24 hour a day, 7 days a week.
- 5) Assembly and Editing is the aggregating of the recorded customer message details to create individual messages and the verification that the data required for rating is consistent with the industry established standard.
- 6) Provision of Customer Message Detail is the provision of recorded, assembled, edited and sorted customer message details.
- 7) Rating is the transforming of the recorded message details into rated messages for billing and associated functions, including but not limited to the extraction of samples for the LECTORS system.

OBLIGATIONS TO PERFORM TRAFFIC RECORDING AND IDENTIFICATION FUNCTIONS

SWBT will continue to perform the recording functions noted in Attachment "D" at no charge.


The Parties agree that GTE may begin or take over recording functions of the exchanges listed in "Attachment D". However, SWBT is not obligated to compensate GTE for the recording of these exchanges.

SWBT will perform or cause to be performed the Traffic Recording and Identification functions required for the traffic covered by this Agreement except that:

- 1) Where SWBT is performing Recording Services, GTE will provide Automatic Number Identification (ANI) to SWBT from each of its exchanges where ANI is currently available. Where ONI is in use, GTE will provide that service through the operator service provider of GTE's choice.
- 2) GTE will provide Recording Service in those exchanges listed in "Attachment D" for Direct Dialed Message Toll Service, and where GTE has the required measurement equipment, for WATS and 800 Service. Recording Service (automatic ticketing) includes some or all of the following: Recording, Assembly and Editing, and Provision of Customer Message Detail.

The Parties authorize and execute this Attachment this 1st day of October, 1994.

SOUTHWESTERN BELL TELEPHONE COMPANY

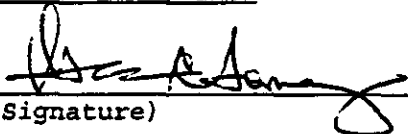

(Signature)

Richard L. Taylor
(Name Typed)

Director-Regulatory
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(Title)

5-5-95
(Date)

GTE MIDWEST, INC.


(Signature)

Oscar C. Gomez
(Name Typed)

Assistant Vice President
Regulatory and Governmental Affairs
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5-26-95
(Date)

ATTACHMENT F

INTRASTATE INTRALATA

NETWORK DESIGN
PRIMARY TOLL CARRIERS

This Attachment is attached to and made a part of the Missouri Intrastate IntraLATA Toll Service Agreement between Southwestern Bell Telephone Company, hereinafter referred to as SWBT, and GTE Midwest, Inc., hereinafter referred to as GTE. This attachment documents the terms and conditions for the Network to be used in the provision of Intrastate IntraLATA Toll Service between PTCs.

Section 1 - Network Description

This section contains a written description of the actual network configuration for each GTE location listed in Attachment "D".

ANNAPOLIS

The Annapolis exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Annapolis class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located inside of the Ironton repeater station at South Main Street in Ironton. GTE owns the facility from meet point (A) to the Annapolis office.

BELGRADE

The Belgrade exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Belgrade class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside of the Belgrade central office.

BELLEVIEW

The Belleview exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Belleview class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located inside of the Belleview central office.

BIRCH TREE

The Birch Tree exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Birch Tree class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located outside of the Van Buren central office. GTE owns the facility from meet point (A) to the Winona central office. SWBT owns the facility from Winona to the Birch Tree central office.

BOSS

The Boss exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Boss class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside of the Boss central office.

BRONAUGH

The Bronaugh exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Bronaugh class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside the Bronaugh central office.

BRUNSWICK

The Brunswick Exchange homes on Southwestern Bell's Chillicothe Toll Center. The toll facilities between SWB's Chillicothe toll center and the Brunswick class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Chillicothe toll center to a meet point (A) which is located at a cable meet 7.24 miles west of the Dalton RS (DLTN RS-DWTT T6G). GTE owns the facilities from meet point A to the Brunswick class 5 office.

BUNKER

The Bunker exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Bunker class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside of the Bunker central office.

CALEDONIA

The Caledonia exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Caledonia class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside of the Caledonia central office.

CENTERVILLE

The Centerville exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Centerville class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located inside of SWBT's Centerville Repeater Station. GTE owns the facilities from meet point A to the Centerville class 5 office.

CHAMOIS

The Chamois exchange homes on Sprint/United Telephone-Midwest's (S/UTM) Jefferson City Toll Center. The toll facilities between S/UTM's Jefferson City Toll Center and the Chamois class 5 office are owned as follows:

S/UTM owns the toll facilities from their Jefferson City Toll Center to a meet point (A) which is designated as Section 10, T-43-N, R-10-W Cole County, Missouri. SWBT owns the facilities from meet point (A) to the Chamois class 5 office. GTE owns no transport facilities.

CLARENCE

The Clarence Exchange homes on Southwestern Bell's Moberly Toll Center. The toll facilities between SWB's Moberly toll center and the Clarence class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Moberly toll center to a meet point (A) which is located at a cable meet 10.0 miles east of the Macon MRS (MACN MRS-CLNC T7H). GTE owns the facilities from meet point A to the Clarence class 5.

CONCORDIA

The Concordia Exchange homes on southwestern Bell's Kansas City Toll Center. The toll facilities between SWBT's Kansas City toll center and the Concordia class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kansas City toll center to a meet point (A) which is located inside the Concordia C.O.

DALTON

The Dalton exchange homes on GTE's Keytesville 4X Switch, which in turn homes on Southwestern Bell's Chillicothe toll center. The facilities between the Dalton exchange and GTE's 4X Switch and Keytesville are owned by GTE. The toll facilities between SWB's Chillicothe toll center and GTE's 4X Switch at Keytesville are owned as follows:

Southwestern Bell owns the facilities from their Chillicothe toll center to a meet point (A) which is located at a cable meet inside the Dalton RS (4.26 miles north by northwest of Dalton). GTE owns the facilities from meet point A to the Keytesville class 4X office.

ELMER

The Elmer exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWBT's Kirksville toll center and the Elmer class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at a cable meet 7.3 miles south of Kirksville (KKVL-LPLT T6G). GTE owns the facilities from meet point A to the Elmer class 5 office.

ELLSINORE

The Ellsinore exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Ellsinore class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located outside of the Ellsinore central office.

EMINENCE

The Eminence exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Eminence class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located outside of the Van Buren central office. GTE owns the facility from meet point (A) to the Eminence central office.

EWING

The Ewing exchange homes on Southwestern Bell's Hannibal toll center. The toll facilities between the toll center and the Ewing class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located between SWBT's Durham Microwave Repeater Station and GTE's Ewing central office at the Ewing exchange boundary. GTE owns the facilities from meet point A to the Ewing class 5 office.

FREMONT

The Fremont exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Fremont class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located at SWBT's Fremont Microwave Repeater Station. GTE owns the facilities from meet point A to the Fremont class 5 office.

GAINESVILLE

The Gainesville exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Gainesville class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside the Gainesville central office.

GORIN

The Gorin exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWBT's Kirksville toll center and the Gorin class 5 office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at a cable meet 0.1 miles southwest of the Gorin Central office in a SWB repeater hut. GTE owns the facilities from meet point A to the Gorin class 5 office.

HURLEY

The Hurley exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Hurley class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a cable meet point (A) which is located inside the Hurley repeater station .5 miles west of the Hurley central office. GTE owns the facilities from meet point A to the Hurley class 5 office.

IRONDALE

The Irondale exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Irondale class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside of the Irondale central office.

IRONTON

The Ironton exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Ironton class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located inside of the Ironton Repeater Station at So. Main Street in Ironton. GTE owns the facilities from meet point A to the Ironton class 5 office.

JAMESTOWN

The Jamestown exchange homes on Southwestern Bell's Moberly Toll Center. The toll facilities between SWBT's Moberly toll center and the Jamestown class 5 office are owned as follows:

Southwestern Bell owns the facilities from their Moberly toll center to a meet point (A) which is located at a cable meet in a pedestal 5.25 miles northwest of Prairie Home. GTE owns the facilities from meet point A to the Jamestown class 5 office.

KAHOKA

The Kahoka exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWB's Kirksville toll center and the Kahoka class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at the Luray/Kahoka EAB. GTE owns facilities from meet point A to the Kahoka class 5 office.

KEYTESVILLE

The Keytesville exchange homes on Southwestern Bell's Chillicothe Toll Center. The toll facilities between SWB's Chillicothe toll center and the Keytesville class 4X office are owned as follows:

Southwestern Bell owns the facilities from their Chillicothe toll center to a meet point (A) which is located at a cable meet inside the Dalton RS (4.26 miles north by northwest of Dalton). GTE owns the facilities from meet point A to the Keytesville class 4X office.

LA BELLE

The La Belle Exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWBT's Kirksville toll center and the La Belle class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located inside the La Belle C.O. GTE owns the facilities from meet point A to the La Belle class 5 end office.

LA PLATA

The La Plata Exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWBT's Kirksville toll center and the La Plata class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at a cable meet 7.3 miles south of Kirksville (KKVL-LPLT T6G). GTE owns the facilities from meet point A to the La Plata class 5 end office.

LESTERVILLE

The Lesterville exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Lesterville class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located inside of SWBT's Lesterville Repeater Station. GTE owns the facilities from meet point A to the Lesterville class 5 office.

LEWISTOWN

The Lewistown exchange homes on Southwestern Bell's Hannibal toll center. The toll facilities between the toll center and the Lewistown class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located at SWBT's Lewistown Microwave Tower. GTE owns the facilities from meet point A to the Lewistown class 5 office.

MACON

The Macon exchange homes on Southwestern Bell's Moberly Toll Center. The toll facilities between SWB's Moberly toll center and the Macon class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the Moberly toll center to a meet point (A) which is located 188 feet east of Highway 36 and Sunset Road and approximately 3.5 miles northwest of the Macon class 5 office. GTE owns the facilities from meet point (A) to the Macon class 5 office.

MANES

The Manes exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Manes class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a digital radio mid-air meet point (A) which is located between the Hartville microwave repeater station and the Manes microwave repeater station. GTE owns the facilities from meet point A to the Manes class 5 office which is approximately 6.9 miles.

MEMPHIS

The Memphis exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWB's Kirksville toll center and the Memphis class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at a cable meet inside the Memphis MRS (1.4 miles northwest of Memphis). GTE owns the facilities from meet point A to the Memphis class 5 office.

MONTICELLO

The Monticello exchange homes on Southwestern Bell's Hannibal toll center. The toll facilities between the toll center and the Monticello class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located at SWBT's Lewistown Microwave Tower. GTE owns the facilities from meet point A to the Monticello class 5 office.

MORRISON

The Morrison exchange homes on Sprint/United Telephone-Midwest's (S/UTM) Jefferson City Toll Center. The toll facilities between S/UTM's Jefferson City Toll Center and the Morrison class 5 office are owned as follows:

S/UTM owns the toll facilities from their Jefferson City Toll Center to a meet point (A) which is designated as Section 10, T-43-N, R-10-W Cole County, Missouri. SWBT owns the facilities from meet point (A) to the Morrison class 5 office. GTE owns no transport facilities.

MT. STERLING

The Mount Sterling exchange homes on Sprint/United Telephone-Midwest's (S/UTM) Jefferson City Toll Center. The toll facilities between S/UTM's Jefferson City Toll Center and the Mt. Sterling class 5 office are owned as follows:

S/UTM owns the toll facilities from their Jefferson City Toll Center to a meet point (A) which is designated as Section 10, T-43-N, R-10-W Cole County, Missouri. SWBT owns the facilities from meet point (A) to the Mt. Sterling class 5 office. GTE owns no transport facilities.

NEBO

The Nebo exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Nebo class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a digital radio mid-air meet point (A) which is located between the Hartville microwave repeater station and the Manes microwave repeater station. GTE owns the facilities from meet point A to the Nebo class 5 office which is approximately 20.8 miles.

OATES

The Oates exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Oates class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located inside of SWBT's Oates Repeater Station. GTE owns the facilities from meet point A to the Oates class 5 office.

PARIS

The Paris Exchange homes on Southwestern Bell's Moberly Toll Center. The toll facilities between SWB's Moberly toll center and the Paris class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Moberly toll center to a meet point (A) which is located at a cable meet 5.93 miles east of the Madison RS (MDSNRS-PARS T5B). GTE owns the facilities from meet point A to the Paris class 5 end office.

POTOSI

The Potosi exchange homes on Southwestern Bell's Flat River toll center. The toll facilities between the toll center and the Potosi class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to an equipment meet point (A) which is located inside of the Potosi central office.

PRAIRIE HOME

The Prairie Home Exchange homes on Southwestern Bell's Moberly Toll Center. The toll facilities between SWBT's Moberly toll center and the Prairie Home class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Moberly toll center to a meet point (a) which is located at a cable meet 10.9 miles south of Boonville (meet 0.4 miles south of BNVL-PRRH T7H). GTE owns the facilities from meet point A to the Prairie Home class 5 end office.

QUEEN CITY

The Queen City exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWB's Kirksville toll center and the Queen City class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located inside the Queen City C.O.

REVERE

The Revere Exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWBT's Kirksville toll center and the Revere class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to the Luray/Kahoka EAB. GTE owns the facilities from the Luray/Kahoka EAB to the Kahoka/Revere EAB. Contel owns the facilities from the Kahoka/Revere EAB to the Revere Class 5 office.

ROBY

The Roby exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Roby class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a digital radio mid-air meet point (A) which is located between the Hartville microwave repeater station and the Manes microwave repeater station. GTE owns the facilities from meet point A to the Roby class 5 office which is approximately 22.2 miles.

THEODOSIA

The Theodosia exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Theodosia class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a digital radio mid-air meet point (A) which is located between Gainesville microwave repeater station and Dora central office. GTE owns the facilities from meet point A to the Theodosia class 5 office which is approximately 13 miles.

TIMBER

The Timber exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Timber class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located outside of the Van Buren central office. GTE owns the facilities from meet point A to the Timber class 5 office.

UNIONVILLE

The Unionville exchange homes on Southwestern Bell's Kirksville Toll Center. The facilities between the Unionville exchange, and the Kirksville toll center are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at a cable meet 4.9 miles north of the Pollock RS (PLLC RS-UNVL TIC). GTE owns the facilities from meet point A to the Unionville class 5 office.

VAN BUREN

The Van Buren exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Van Buren class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located outside of the Van Buren central office.

WASOLA

The Wasola exchange homes on Southwestern Bell's Springfield toll center. The toll facilities between the toll center and the Wasola class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a cable meet point (A) which is located inside the Wasola microwave repeater station .5 miles west of Wasola.

WAYLAND

The Wayland exchange homes on Southwestern Bell's Kirksville Toll Center. The toll facilities between SWB's Kirksville toll center and the Wayland class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Kirksville toll center to a meet point (A) which is located at the Luray/Kahoka EAB. GTE owns the facilities from meet point A to the Wayland class 5 office.

WINONA

The Winona exchange homes on Southwestern Bell's Sikeston toll center. The toll facilities between the toll center and the Winona class 5 end office are owned as follows:

Southwestern Bell owns the facilities from the toll center to a facility meet point (A) which is located outside of the Van Buren central office. GTE owns the facility from meet point (A) to the Winona central office.

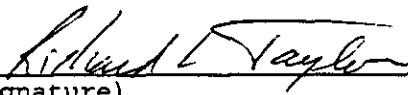
WOOLDRIDGE

The Wooldridge Exchange homes on Southwestern Bell's Moberly Toll Center. The toll facilities between SWBT's Moberly toll center and the Wooldridge class 5 end office are owned as follows:

Southwestern Bell owns the facilities from their Moberly toll center to a meet point (A) which is located at a cable meet 10.9 miles south of Boonville (meet 0.4 miles south of BNVL-PRRH T7H). GTE owns the facilities from meet point A to the Wooldridge class 5 end office.

The Parties authorize and execute this Attachment this 19th day of Sept 1996.

SOUTHWESTERN BELL TELEPHONE COMPANY

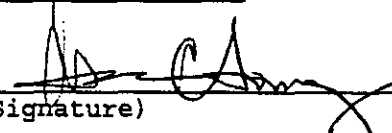

(Signature)

Richard L. Taylor
(Name Typed)

Director-Regulatory
and Industry Relations
(Title)

9-19-96
(Date)

GTE MIDWEST, INC.


(Signature)

Oscar C. Gomez
(Name Typed)

Assistant Vice President
Regulatory and Governmental Affairs
(Title)

(Date)

MISSOURI

INTRASTATE INTRALATA TOLL SERVICES AGREEMENT

PRIMARY TOLL CARRIER TO PRIMARY TOLL CARRIER

FILED
JUL 16 1997
MISSOURI
PUBLIC SERVICE COMMISSION

This Agreement, including all Attachments and Supplements, (hereinafter "Agreement") is effective as of July 1, 1988, by and between United Telephone Company of Missouri, a Missouri Corporation, hereinafter referred to as United and Contel of Missouri, Inc., a Missouri Corporation, hereinafter referred to as Contel, (collectively referred to hereinafter as "Parties").

The Parties to this Agreement will adhere to the provisions of the Joint Recommendation for a Conceptual Framework Missouri IntraLATA Primary Carrier by Toll Center Plan filed with the Missouri Public Service Commission, (hereinafter "Commission"), on January 29, 1987, as modified by the findings in the Commission's Order dated April 3, 1987, its Report and Order dated October 23, 1987, and its Order of Clarification and Denying Rehearing dated December 11, 1987 (hereinafter collectively referred to as the "Conceptual Framework").

It is understood that a copy of this Agreement and all Supplements hereto shall be submitted to the Commission Staff. This understanding is not intended to create any additional contractual obligations between the Parties.

This agreement sets forth the provisions under which each Party acting in its capacity as a Primary Toll Carrier ("PTC"), will provide intrastate intraLATA toll services and facilities for originating, terminating and/or transporting intrastate intraLATA toll traffic between the facilities operated by each Party to this Agreement. Intrastate intraLATA toll services covered by this Agreement are Message Telecommunication Services (MTS), Wide Area Telephone Services (WATS) and 800 Service furnished pursuant to tariffs which are filed with and approved by the Commission, and interexchange private line services furnished through a combination of tariff rate schedules filed with and approved by the Commission.

Intrastate IntraLATA Message Telecommunication Services, Wide Area Telephone Services and 800 Services and private line services provided by the Parties will be provided pursuant to the terms and conditions listed below. For purposes of this Agreement, the facilities operated by either Party may include facilities of interexchange carriers or other exchange carriers.

Section 1 - Exchanges Included

All exchanges which subtend a toll complex owned by either Party to this Agreement, where said toll complex is utilized to provide intrastate intraLATA toll services by the Parties, are covered in this Agreement.

Section 2 - Physical Connections

The Parties will maintain the connections of their respective systems at the meet point(s) shown in "Attachment A" during the term of this Agreement, unless altered as provided in Section 3 below.

Section 3 - Routing of Traffic

The traffic covered by this Agreement will be routed through the interconnection points as indicated in the V & H data base maintained by Southwestern Bell Telephone Company and configured as detailed in Attachment A and its Supplements. Copies of the complete V & H database will be made available to each PTC.

Either Party may reroute traffic at their option, but must give the other Party written notice at least 60 days in advance of the traffic being rerouted. Notice will be provided in accordance with Section 21 of this Agreement. Alternate routes may be necessary and used for overflow or emergency situations. In overflow and emergency situations, rating and compensation functions will be as if the primary route were used.

Section 4 - Methods and Practices

With respect to all matters covered by this Agreement, each Party will adopt and comply with general industry standard operating methods and practices and will observe and act consistently with the rules and regulations of the lawfully established tariffs applicable to the services provided. Upon request, each Party promptly will furnish to the other such available informa-

tion as reasonably may be required to execute the provisions and requirements of this Agreement (for example, each PTC shall notify all PTCs of any new or altered NPA or NXX which is served by its toll complex).

Section 5 - Construction and Protection of Plant

Each Party will construct, equip, maintain and operate its facilities so that efficient and quality service will be furnished at all times. Each Party will take reasonable precautions in the location, construction and maintenance of its facilities for protection against hazard and interference from power lines and/or other sources.

Section 6 - Basis of Compensation

The Parties will bill and pay access charges applicable for intrastate intraLATA toll services terminating and/or transporting traffic on the facilities between the two companies. "Attachment B" which is attached hereto and made a part hereof further details the basis of compensation. Each Party will promptly furnish to the other such information as may be required for monthly compensation purposes. Where a Party proposes to revise tariffs which would affect rights and obligations under this Agreement, the proposing Party will notify the other Party of the proposed changes to the tariff at the time such changes are filed with the Commission. In addition, the proposing Party shall notify the other Party of the changes to the tariff as soon as possible after approval by the Commission.

Section 7 - Non-Traffic Sensitive (NTS) Cost Allocation Shift

The Parties will shift a portion of the NTS cost allocation to intraLATA toll from the initial intrastate intraLATA frozen SPF levels toward "moving" intraLATA SLU levels in accordance with the Conceptual Framework. Both Parties mutually agree that reasonable requests for information regarding NTS shifts will be provided on a timely basis to permit filings for and filings with the Commission.

Section 8 - Point of Presence

For the purpose of this Agreement, Point of Presence or POP, denotes a point which will be used by the Parties to calculate interexchange access compensation rates and charges, applying meet point billing principles for intrastate intraLATA toll services. Such POPs applicable to this Agreement are listed on "Attachment A" which is attached hereto and made a part hereof. Changes in POP locations can be made by a Party provided that a minimum of 180 days written notice is given to the other Party. Such notice shall be given consistent with Section 21 of this Agreement.

Section 9 - Changes in Agreement

Except as specifically provided elsewhere in this Agreement, the Parties may amend, add to or delete any provision of this Agreement or its Attachments only by jointly executing a written Supplement to this Agreement. Once executed, a written Supplement becomes part of this Agreement and binding on

its effective date. The Party wishing to make changes to this Agreement will notify the other Party in writing in accordance with the notice provisions of Section 21 of this agreement.

Section 10 - Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.

Section 11 - Entire Agreement

This Agreement, Attachments A thru C, its Notices, and any jointly executed written Supplements, constitute the entire agreement and the complete understanding between the Parties. No other verbal or written representations, of any kind, shall affect the rights or the obligations of the Parties. To the extent this Agreement conflicts with rules and regulations contained in the Parties' tariffs which are on file with and approved by the Commission, said tariffs shall control.

Section 12 - Limitations of Liability and Indemnifications

Unless otherwise expressly provided in this Agreement, the Parties agree to the following limitations of liability and indemnifications:

- A. Neither Party will be liable to the other for any damages or for any losses, of any kind, resulting or arising from, in whole or in part,

events or occurrences beyond either Party's control: for example, inclement weather, strikes, other work stoppages, or power outages.

B. Neither Party will be liable to the other for either Party's indirect, incidental, consequential (including but not limited to lost profits) or punitive damages arising, in whole or in part, from either Party's actions, omissions, or negligence relating to performance under this Agreement.

C. Each Party agrees to indemnify and to hold the other harmless against and with respect to any and all third-party claims, demands, liabilities, or court actions arising from said Party's actions, omissions, mistakes, or negligence, occurring during the course of said Party's performance under this Agreement.

The indemnity obligations set forth above are conditioned upon the indemnitor's prior receipt of written notice of any claim and having been given a meaningful opportunity to defend the claim.

Section 13 - No Waiver

No failure of a Party to enforce a provision of this Agreement will be construed as a general or a specific waiver of that provision, of a Party's right to enforce that provision, or of a Party's right to enforce any other provision of this Agreement.

Section 14 - Confidentiality of Proprietary Data

The Parties to this Agreement anticipate and recognize that they will exchange, or come into possession of, data about each other's customers and each other's businesses as a result of this Agreement. Each Party agrees (1) to treat all such data as strictly confidential and (2) to use such data only for purposes of performance under this Agreement. Each Party agrees not to disclose data on the other Party's customers or business to any person without first securing the written consent of the other Party. The foregoing shall not apply to information which is in the public domain.

If a court or governmental agency orders a Party to disclose or to provide any data or information covered by this Section, that Party will immediately inform the other Party of the request or order before responding to the order. The Party requested or ordered to disclose will inform the other Party both by telephone and certified mail.

This Section will not preclude the disclosure by the Parties of information or material described in this section to consultants, agents, or attorneys representing the respective Parties or the Office of the Public Counsel and Commission Staff provided that these third-parties are bound by the same or comparable confidentiality requirements as the principal Parties of this Agreement. The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

Anything to the contrary in Section 12 notwithstanding, the Parties shall have the right to pursue any remedy available at law or in equity for breach of this confidentiality obligation.

Section 15 - Agreement Does Not Benefit NonParties

In entering into, and in performing under this Agreement, the Parties do not intend nor should the Agreement be construed to benefit any third party in any way. This Agreement does not enlarge, or change, in any way, any rights of any third party which would exist if this Agreement did not exist.

Section 16 - Lawfulness and Severability

In the event that a court or other governmental agency with proper jurisdiction issues a final order finding that a provision of this Agreement is unlawful or that this Agreement, as a whole, is unlawful or may not be enforced, one or both of the Parties may take whatever action is appropriate to modify or terminate this Agreement.

Section 17 - Disputes

If disputes arise with regard to this Agreement or its Attachments during the term of this Agreement, the following process will govern except where specific processes are provided within this Agreement or otherwise required by tariff.

- A. The Party initiating the dispute will notify the other Party, pursuant to Section 21, that a disagreement has arisen and that discussions between the Parties have failed to resolve the issue.
- B. At any time after such notification, the Parties, if mutually agreeable, may submit to binding or non-binding arbitration to resolve the dispute.

Section 18 - Assignment

Except as otherwise expressly provided in this Agreement, either Party may assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, upon written notice to the other Party, pursuant to Section 21, at least 30 days in advance of the assignment.

Section 19 - Term of Agreement

This Agreement shall become effective on the date specified and will continue in force and effect until and including the last day of June, 1993, unless sooner terminated as provided herein or extended by agreement of the Parties. Unless otherwise agreed by the Parties, this Agreement shall not be extended beyond the termination date except to the extent necessary to remain in compliance with the terms of the Conceptual Framework as modified by the Commission in its Order of Clarification and Denying Rehearing dated December 11, 1987.

Section 20 - Verification Reviews

Each Party to this contract will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Upon reasonable written notice, 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 a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

After the initial year of this Agreement, verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records 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 verification review purposes is limited to data not in excess of 24 months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the terms of Section 14 of this Agreement - Confidentiality of Proprietary Data.

The Party requesting a verification review shall fully bear its costs associated with conducting the review. The Party being reviewed will provide access to information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs reasonably incurred in complying with the request subsequent to the concurrence of reviewing Party.

Section 21 - Notice

All notices required by, permitted by, or relating to, this Agreement will be in writing and will be sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid to the Company Representatives. Representatives of the Parties for purposes of the notice are:

A. NAME OF COMPANY

Industry Relations Manager

5454 W. 110 St.

Overland Park, Kansas 66211

B. NAME OF COMPANY

Contel of Missouri, Inc.

Fay Wagner - Staff Manager - Network

1700 Continental Drive

Wentzville, MO 63385

Either Party may change its representative by giving written notice in accordance with this Section of the Agreement.

Section 22 - Titles Not Governing

The title of each section of this Agreement is provided for organizational purposes only and shall not be used to interpret any provision of this Agreement.

Section 23 - Good Faith

Each Party agrees that it will act in good faith to carry out the obligations undertaken in this Agreement. Further, neither Party shall act in a manner so as to frustrate the purpose or intent of the terms and conditions of this Agreement.

Section 24 - Execution

The Parties authorize and execute this Intrastate IntraLATA Toll Service Agreement in duplicate, with each being deemed an original, this 30th day of June, 19 88. Each Party warrants that the person affixing his/her name hereto on behalf of said Party is authorized to execute this Agreement.

Contel of Missouri, Inc.

United Telephone Company of Missouri



(Signature)

For (Signature)

Gerald D. Harris

I. B. Watson

(Name Typed)

(Name Typed)

Director - Finance

Vice President - Administration

(Title)

(Title)

7/15/88

July 1, 1988

(Date)

(Date)

APPROVED
AS TO FORM
DKK

LIST OF ATTACHMENTS

This Exhibit to the Agreement is for information purposes only.

ATTACHMENT	DESCRIPTION
A	Designation of Primary Carrier Point of Presence (POP) and Meet Points Between PTC Toll Center Complexes
B	Basis of Compensation
C	Private Line Compensation

ATTACHMENT A

DESIGNATION OF PRIMARY CARRIER
POINT OF PRESENCE (POP) AND
MEET POINTS BETWEEN PTC TOLL CENTER COMPLEXES

Attached to and made a part of the Missouri Intrastate IntraLATA Toll Service Agreement effective July 1, 1988, between United Telephone of Missouri and Contel of Missouri, Inc.

Wentzville Toll Complex (TC)Connecting to Rolla TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>Contel/UTC</u> <u>Meet Point V&H</u>	<u>Meet Point V&H</u>	<u>Effect.</u> <u>Date</u>
MTS (Orig)	Wentzville	V <u>6819</u> H <u>3601</u>	V <u>7056</u> H <u>3662</u>	V H	3/7/91
WATS (Orig)	Wentzville	V <u>6819</u> H <u>3601</u>	V <u>7056</u> H <u>3662</u>	V H	3/7/91
800 (Term)	Wentzville	V <u>6819</u> H <u>3601</u>	<u>Contel/SWB</u> V <u>6804</u> H <u>3562</u>	<u>SWB/United</u> V <u>6807</u> H <u>3483</u>	9/21/89

Rolla Toll Complex (TC)Connecting to Wentzville TC

<u>Toll Service</u>	<u>POP Location</u>	<u>POP V&H</u>	<u>United/SWB</u> <u>Meet Point V&H</u>	<u>SWB/Contel</u> <u>Meet Point V&H</u>	<u>Effect.</u> <u>Date</u>
MTS (Orig)	Rolla	V <u>7056</u> H <u>3662</u>	V <u>6807</u> H <u>3483</u>	V <u>6804</u> H <u>3562</u>	9/21/89
WATS (Orig)	Rolla	V <u>7056</u> H <u>3662</u>	V <u>6807</u> H <u>3483</u>	V <u>6804</u> H <u>3562</u>	9/21/89
800 (Term)	Rolla	V <u>7056</u> H <u>3662</u>	<u>UTC/Contel</u> V <u>7056</u> H <u>3662</u>	V H	3/7/91

* The applicable V & H mileage and Meet Point amounts will be calculated in the SWB maintained V & H data base, based on V & H coordinates in the attachments.

United Telephone of Missouri and Contel of Missouri, Inc. authorize and approve this Attachment to be effective the ____ day of _____, 19__.

Contel of Missouri, Inc.

David H. Orf
(Signature)

David H. Orf
(Name Typed)

ce President
(Title)

4/23/91
(Date)

United Telephone of Missouri

John L. Roe
(Signature)

John L. Roe
(Name Typed)

Vice President - Administration
(Title)

(Date)

ATTACHMENT B

BASIS OF COMPENSATION

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

This Attachment is attached to and made a part of the Missouri Intrastate IntraLATA Toll Services Agreement effective July 1, 1988 between United Telephone Company of Missouri and Contel of Missouri, Inc..

From the effective date hereof, this Attachment shall be the basis of compensation between the Parties for all intrastate intraLATA toll traffic, except private line services which are covered by a separate Attachment. Said traffic shall be furnished under intrastate intraLATA toll service tariffs on file with and approved by the Commission. For purposes of this Attachment, the "responsible PTC" is defined as the PTC in whose complex MTS and WATS calls originate and 800 Service calls terminate.

It is hereby agreed that compensation amounts which each PTC will receive from other PTCs for its participation in the handling of intrastate intraLATA toll services, as defined herein, will be at the rates listed for intraLATA access services in that PTC's intrastate access tariff. The subtending secondary carrier's Access Service Tariff will apply to traffic originating or terminating in its exchange(s).

Each Party is serving as a Primary Toll Carrier (PTC) solely pursuant to the terms of the Conceptual Framework, as modified by subsequent Commission orders dated April 3, 1987, October 23, 1987, and December 11, 1987. Both Parties hereby agree to undertake the obligations of provider of last resort for the services governed by this Agreement, only for the term of the Agreement and in accordance with the terms of said Commission orders. Each Party specifically denies that, by virtue of any of the agreements herein, by executing this contract or by filing any tariffs applicable to services governed by this Agreement, it is undertaking to provide or professing to serve or offering to provide such services to exchanges for which it is not the authorized local exchange provider.

This Attachment further sets forth methods to be used in the determination of such compensation.

1. BASIS OF COMPENSATION

- a. Compensation between PTCs will be based on each PTC's and any subtending SC's access service rates for access facilities necessary to complete the call. This compensation will be paid by the responsible PTC to the other PTC.
- b. The POP locations will be as outlined in "Attachment A" to this Agreement and its Supplements.

- c. Originating access minutes will apply from the originating end office for MTS and 800 Service, and from the WATS Service Office (WSO) for WATS, to the originating POP. Terminating access minutes will apply from the terminating POP to the terminating end office for MTS and WATS and to the WSO for 800 Service.
- d. Meet point billing will be utilized for both PTC/PTC and SC transport charges. Each PTC's toll routing, V & H coordinates of the meet point, percent ownership and mileages shall be maintained in the V & H data base using the data from Attachment A and its Supplements to this Agreement.
- e. PTCs will summarize originating toll usage from their toll complexes to create toll complex summaries.
 - 1. The responsible PTC will send MTS and WATS toll usage summaries to the other Party for traffic which the other Party transmits or terminates. This summary data will detail terminating access minutes from each POP to each of the respective exchanges in the other Party's toll complexes. Where either of the Parties furnish intermediate facilities between the responsible PTC and the terminating PTC toll complexes, the responsible PTC will also furnish MTS and WATS usage summaries to the other Party for traffic which the other Party transmits on the intermediate facilities.

2. The originating PTC's 800 service toll usage summaries will have the data necessary for the development of its monthly settlement amounts. The 800 Service message and access minute detail will be included as supporting information in the Parties' monthly settlement statements.

Where either of the Parties furnish intermediate facilities between the originating PTC and responsible PTC toll complexes, the originating PTC will furnish 800 Service usage summaries to the other Party for traffic which the other Party transmits on the intermediate facilities. This summary data will detail each exchanges' originating access minutes to the POP in the responsible PTC's toll complexes.

3. The above summaries will be based on message data received and processed from the 21st through the 20th calendar day of the following month. They will be furnished to the other Party by the 5th work day following the 20th of the month in formats mutually agreed to between the Parties.
-
- f. Based on the above toll usage summaries, each of the Parties will issue a monthly settlement statement to the other Party for terminating MTS and WATS, and originating 800 Service traffic. These statements will reflect the appropriate PTC tariff rates and

the tariff rates of each of the respective SCs involved in completing the call.

2. PRESENTATION AND FORMAT

- a. The format of the monthly PTC settlement statement is the responsibility of each PTC as long as sufficient settlement detail is provided.
- b. The settlement statement will be transmitted by the 15th calendar day of the month following the data month. Terms of payment will be based upon the applicable provisions of the billing Party's intrastate Access Service Tariff.

The Parties authorize and execute this Attachment.

Contel of Missouri, Inc.

United Telephone Company of Missouri

(Signature)



(Name Typed)

Gerald D. Harris

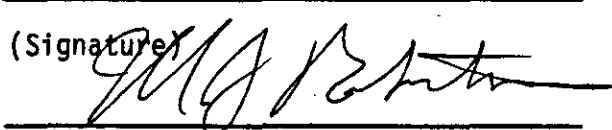
(Title)

Director - Finance

(Date)

7/15/88

(Signature)



(Name Typed)

For

I. B. Watson

(Title)

Vice President - Administration

(Date)

July 1, 1988

ATTACHMENT C

PRIVATE LINE COMPENSATION

PRIMARY TOLL CARRIER/PRIMARY TOLL CARRIER

This Attachment is attached to and made a part of the Missouri Intrastate IntraLATA Toll Services Agreement between United Telephone Company of Missouri and Contel of Missouri, Inc..

This Attachment shall be the basis of compensation for all private line traffic. Said traffic shall be furnished under intrastate intraLATA Private Line tariffs filed with and approved by the Commission. It is hereby agreed that compensation amounts which the Parties are to receive for their participation in the handling of intrastate intraLATA private line services will be at the rates listed in the Parties' respective intrastate Private Line tariffs, on a meet point basis. In the event a service is detariffed or deregulated, the appropriate rates, as mutually agreed to by the Parties, will be set forth in a separate agreement. In the event private line services are converted to special access rate treatment, compensation as mutually agreed to by the Parties will be set forth in a Supplement to this Agreement.

1. BASIS OF COMPENSATION

Billed revenues for jointly provided private line circuits (including the private line portion of Foreign Exchange (FX) circuits) will be collected

by the billing company and shared with the other company(s) providing a portion of the service based on the billable elements as defined in the respective company's private line tariff. The billable elements will be identified by use of a USOC code and the company's Service and Equipment Code, if appropriate.

- A. Revenue for location-based recurring items will be 100% assigned to the company having the billing location of the item provided.
- B. For FX circuits, "Point of Termination" items, defined by USOCs T21, T22 and T1S, will be assigned by location to the company providing the "open end" of the FX circuit. The open end company will share revenue from T21, T22 and T1S rate elements with the closed end company as outlined in paragraph d.
- C. Revenues for jointly provided interexchange mileage for each point-to-point segment of a circuit will be prorated and distributed to the providing companies based on interconnection points for each company as indicated in the V & H database maintained by Southwestern Bell Telephone Company.

The interexchange mileage for private lines will be allocated on a meet point basis in the following manner:

- 1. The airline (V & H) mileage between the primary serving offices of each Local Exchange Telephone Company will be determined.

2. The "route miles" for the circuit will be determined by summing the airline (V & H) mileage between each primary serving office and the point of connection with and between points of connection between the next Local Exchange Telephone Company providing facilities on the circuit.
 3. The airline mileage determined in "1." will then be multiplied by each company's ratio of the total "route miles" determined in "2." to determine the airline mileage for each Local Exchange Telephone Company.
- D. Non-recurring charges will be 100% assigned to the providing company by billing location in the same manner as location-based recurring items. Any FX non-recurring charges as described in paragraph B above will be adjusted as described therein. There are no non-recurring charges for jointly provided interexchange mileage. Tariff rate changes notwithstanding, the compensation for the T21, T22 and T1S rate elements will continue to be 62.19%, 53.75% and 34.56% respectively of the rates in effect as of the effective date of this Agreement.
- E. Billing adjustments will be prorated and distributed to participating companies based on analysis of the recurring and non-recurring adjustments involved and the interconnection point of each company.

F. Compensation for CPE is not a part of this Attachment.

G. The billing company will continue to perform billing and collection functions without any specific compensation between companies.

2. FORM OF REVENUE DISTRIBUTION

The PTC of the billing company will distribute the appropriate revenues, as described above, to the other Party for the portion of the circuit provided by that Party or its subtending SCs. The distribution forms will be formatted at the discretion of the PTC, but at a minimum, will identify each circuit, the revenues received and the amounts due the other Party and its subtending SCs, if any.

3. ORDERING AND PROVISIONING

The Party accepting the order for private line service is responsible for coordination of end-to-end provisioning for that order, as well as for billing. The Parties will accept customer orders for private line service only when they are involved in provisioning the requested service. Other requests for private line service will be referred to an appropriate PTC.

Dissemination of disconnect notices to all involved companies on a jointly provided circuit are the responsibility of the billing company, unless mutually agreed otherwise.

4. PROVISION FOR RATE CHANGE NOTIFICATION

Notification regarding rate changes shall be provided as specified in Section 6 of the Agreement.

5. TAXES

The Parties agree that the billing Party shall collect all applicable taxes from End Users that they bill. Notwithstanding any provisions of this Agreement, the billing Party shall retain and remit such tax revenue to the appropriate taxing authority. The Parties further agree that the billing Party remains liable to such taxing authorities to the same extent and in the same manner as prior to the execution of this Agreement and prior to implementation of the Primary Carrier by Toll Center Plan. Nothing in this Agreement shall affect said liability of the billing Party in any way.

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATITUDE**

FILED
OCT 16 1997

MISSOURI
PUBLIC SERVICE COMMISSION

This Agreement, effective as of the 15 day of October, 19 96, between Southwestern Bell Telephone Company, a Missouri corporation, herein called SWBT, and GTE Midwest, Incorporated, an Independent Exchange Carrier, herein called the IEC, sets forth the terms and conditions under which SWBT agrees to provide to the IEC certain Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Services, herein referred to as "the Service" and under which terms the IEC agrees to accept such "Service".

This Agreement only provides for network interconnection to SWBT's STPs, including facilities and the CCS/SS7 functionality and translations needed to support certain SS7 services as they become available and as facilities permit. Any services beyond actual network interconnection (e.g., Local and IntraLATA Call Setup Signaling, IXC Call Setup Signaling, Call Control Options Service, 800 Data Base Access and Line Information Data Base (LIDB) Validation Service Access) will be provided pursuant to an appended or a separate agreement or by tariff, whichever is applicable. Arrangements for any and all SS7 services available from SWBT should be made through the Southwestern Bell Telephone Missouri Industry Relations Department.

I. SERVICE DESCRIPTION

Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Service (the Service), which is available to IEC for their use in furnishing SS7-based services to their end user customers located in such IEC franchised territory or to the customers located in the franchise territory of another IEC subtending the SSP or STP of the interconnecting IEC, is a Switched Access service which provides dedicated two-way signaling links that interconnect SWBT Signal Transfer Point (STP) locations and IEC Signaling Points at Signaling Point of Interface (SPOI) locations.

The Service provided pursuant to this Agreement consists of the following:

STP Port Termination(s) for IEC signaling. These port terminations will consist of port connection(s) of 56 kbps transmission facilities on SWBT's STP.

STP Interconnection Facility, which is the facility which lies between the multiplexing hub, which demultiplexes the IEC's 56 kbps transmission facility which terminated on SWBT's STP from a DS1 (i.e. 1.544 Mbps) transmission facility, and the STP Port.

STP Access connection Facility, which is the facility which lies between the SPOI and the multiplexing hub.

All STP Access Connection Facilities must be 1.544 Mbps and all interconnection between SWBT and the IEC at the SPOI shall be 1.544 Mbps.

At SWBT's discretion, the IEC may utilize a DSO-A channel of an intraLATA DS1 connection, which is in place at the time of ordering, to accomplish the STP Access Connection. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.**

The Service provided is described in SWBT's Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Specifications (TP76638), as amended.

In addition to general ordering, provisioning, and contract administration processes, the Service cannot be established until after Bellcore TR-TSV-000905 and SWBT TP76638 (as amended) Compatibility Testing is successfully completed between the interconnecting IEC and SWBT.

II. DEFINITIONS

See Attachment 1 for DEFINITIONS OF TERMS in this Agreement.

III. MANNER OF PROVISIONING

The link facilities to SWBT STPs in the same LATA can be either:

1. "A" Link Sets from the IEC's Signaling Point (SP)/Service Switching point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from the IEC's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required, a "quad", between the two pairs of STPs.

At SWBT's option, the IEC may utilize a channel of an intraLATA DS1 (1.544Mbps) facility, which is in place at the time of ordering, for the STP Access Connection between the SPOI and SWBT's multiplexing hub location. **WHEN THIS OPTION IS CHOSEN, THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.** If such a channel is not utilized, the IEC must order DS1 (a.544 Mbps) service.

A STP Port Termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs by SWBT.

Provisioning of the Service is in accordance with SWBT CCS/SS7 Network Interface specifications (TP76638) and Bellcore Common Channel Network Interface specification (TR-TSV-000905), as amended. The Service cannot be established until Compatibility Testing has been successfully completed between the interconnecting IEC and SWBT.

IV. DESCRIPTION OF RATE ELEMENTS

A. STP Access Connection

The STP Access Connection rate element provides 1.544 Mbps transmission facilities between the IEC's SPOI and SWBT's multiplexing hub, and is applicable when a channel from a DS1 facility is not available.

The STP Access Connection charges are calculated according to mileage band. There are two rates that may apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

A nonrecurring charge also applies per STP Access Connection. This charge applies on a first and additional basis.

B. STP Interconnect Mileage

The STP Interconnect Mileage rate element provides the 56 kbps transmission facilities between a designated SWBT multiplexing hub location and the SWBT interconnecting STP.

When an IEC utilizes an available channel from a DS1 facility, the STP Interconnect Mileage rate element also applies between the SPOI and SWBT's multiplexing hub.

STP Interconnect Mileage is calculated according to mileage band. There are two rates that apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

C. STP Port Termination

The STP Port Termination rate element provides for the termination of the 56 kbps circuit. One STP Port Termination must be installed at SWBT's interconnecting STP for each 56 kbps circuit.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

D. Signaling Point Code

The Signaling Point Code rate element provides for the installation of applicable CCS network signaling point (address) codes. A nonrecurring charge applies per Signaling Point code installed at each STP.

V. RATES AND CHARGES

The rates and charges for the rate elements described above can be found on Attachment 2.

The rates are based upon rates and charges reflected in SWBT's approved Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Agreement will be adjusted accordingly on the date the new tariff rates become effective.

Rates and charges for services, functionality and translations available in connection with this service will be addressed in appendices to this contract.

Charges for rearrangement of the Service which are not specifically addressed will be determined on an individual case basis.

Mileage is calculated on the airline distance between the location involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C No. 4.

VI. ORDERING THE SERVICE

When ordering service, the IEC will submit a completed "Common Channel Signaling and Signaling System 7 Interconnection Services Order Request Form" to SWBT. This form can be obtained from the SWBT Missouri Industry Relations Department.

VII. RESPONSIBILITIES OF SWBT

- A. SWBT is responsible for managing the network and applying protective controls which it can invoke as a result of occurrences including but not limited to failure or overload of SWBT or IEC facilities, natural disasters, mass calling, national security demands.
- B. SWBT is responsible for meeting service performance standards as outlined in TR-TSV-000905 and TP76638 except as otherwise provided herein.

In the event that SWBT provides special service arrangements under this contract that do not strictly adhere to TR-TSV-000905 and TP76638, **THE IEC UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS MAY NOT BE MET IN THE PROVISION OF OTHER SERVICES ON THE DS1.**

- C. SWBT will include with the monthly invoice such data as SWBT deems reasonably necessary for the IEC to verify the accuracy of the billing it receives from SWBT for the service.

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D. For billing purposes SWBT will determine the:

- Nonrecurring charges
- recurring charges
- other charges (as applicable)

for the respective service(s) requested by the IEC and provided by SWBT.

VIII. RESPONSIBILITIES OF THE IEC

- A. The IEC will be responsible for provisioning the signaling links from its premises to the SPOI(s) in a manner technically acceptable to the SWBT network.
- B. It is the responsibility of the IEC to populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to SWBT's network for call processing.
- C. The IEC will be responsible for verifying the accuracy of information concerning the services ordered by the IEC.
- D. The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at an STP other than the Kansas City, Missouri Regional STP pair, may be used only for exchange services functionality, **and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering.** The Service provided pursuant to this contract, when the IEC directly interconnects with SWBT's SS7 network at the Kansas City, Missouri Regional STP pair, may be used only for exchange and exchange access services functionality, and under no circumstance is such service to be utilized in connection with the IEC's provision of an interLATA offering. An IEC may not utilize the Service for SS7 signaling related to an IXC-transported SS7 service.
- E. The IEC agrees to work cooperatively and meet with SWBT in order to install the service in a timely fashion.
- F. The IEC shall furnish to SWBT, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP Port Termination by individual service. The forecast shall include total annual volume and busy hour busy month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements.
- G. The IEC agrees to inform SWBT in writing thirty (30) days in advance of any change in its use of such Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by the IEC to be forwarded to SWBT's network. The IEC will provide in said notice the reason by individual SS7 service for the volume change.

IX. MONTHLY BILLING

Billing statements thereunder will be rendered monthly by SWBT to the IEC, and remittance in full will be due upon receipt.

The monthly charge shall be the total of all monthly rate element charges associated with the service. Credit will be allowed for interruptions in service which are greater than 30 minutes. The credit will be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

X. LIABILITY

- A. The provision of services hereunder shall not be interpreted, construed or regarded as creating any obligation or right of action against either party hereto in favor of any third party.
- B. Each party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either party is held liable under the Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure or malfunction is received, to the time service is restored.
- C. Each party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, CUSTOMER shall defend SWBT against all end users' claims just as if CUSTOMER had provided such service to its end users with its own employees. In any event, CUSTOMER shall assert its tariff limitation of liability for the benefit of both SWBT and CUSTOMER.
- D. Each party agrees to release, defend, indemnify, and hold harmless the other party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by employees and equipment associated with provision of the Service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this Service.
- E. In the event any Federal or State Court or regulatory body should find any part or the whole of this agreement to be illegal, unenforceable, against public policy or improper, both parties agree to excuse and waive further performance thereof of that particular part or whole of the agreement.

XI. CHOICE OF LAW

The implementation of this Agreement shall be governed by the laws of the state of Missouri.

XII. DEFAULTS OR VIOLATIONS

If the IEC defaults in the payment of any amount due hereunder, or if either party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement forthwith. The failure of either party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general relinquishment or waiver on its part of its right to demand performance pursuant to any such provision; nevertheless, the same shall be and remain in full force and effect.

XIII. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers, or other causes beyond the control of the IEC or SWBT. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:

- A. Terminate this Agreement or part thereof as to the Service not already performed;
- B. Suspend this Agreement for the duration of the force majeure condition, and buy or sell elsewhere the Service to be performed under this Agreement;
- C. Resume performance under this Agreement once the force majeure condition ceases, with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice to the contrary is given within thirty (30) days after such affected party is notified of the force majeure condition, Option B. shall be deemed selected.

XIV. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise (all hereinafter designated "Information") furnished to IEC under this Agreement or in contemplation of this Agreement, shall remain SWBT's property. All copies of such information in written, graphic or other tangible form shall be returned to SWBT at SWBT's request. Information shall be kept confidential by IEC in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between the IEC and SWBT in writing.

XV. TERM OF AGREEMENT

The minimum periods for which the Service is provided, and for which charges are applicable, are:

- A. Initial service of not less than 2 years from the effective date of this contract.

If the Agreement is terminated by the IEC prior to the agreed upon initial term of 2 years, the IEC shall pay SWBT, within thirty (30) days of termination, all amounts due for actual services provided under this Agreement.

- B. After initial service, continuing service for periods of not less than 30 days, until notified to terminate the service. Termination will occur 120 days after notification, and charges will be applicable up to the termination date.
- C. Requests for modification to the terms, conditions, or services offered under this contract must be made in writing 90 calendar days in advance of the requested effective date by either party and shall not become effective unless agreed upon in writing by both parties.

XVI. DISPUTES

If disputes arise with regard to this Agreement during the term of this Agreement the following resolution process will govern, except where specific procedures are provided in this Agreement:

1. The Party initiating the dispute will notify the other Party in writing that a disagreement has arisen and that discussions between the Parties have failed to resolve the dispute.
2. At any time after such notification, the Parties, if mutually agreeable, may submit to binding or non-binding arbitration to resolve the dispute.

XVII. THIRD PARTY RIGHTS

No third party rights are created by this Agreement.

XVIII. NOTICE

All notices required by, permitted by, or relating to, this Agreement will be in writing and will be sent by U.S. Certified Mail, Return Receipt Requested, Postage Prepaid, to the Party's Representative. Representatives of the Parties for purposes of the notices are:

GTE Midwest Representative:

GTE TELEPHONE OPERATIONS
(Company)

Product Manager-SS7 Network
(Title)

Mail Code HOE01E41, 600 Hidden Ridge
(Address)

Irving, Texas 75038

Southwestern Bell Telephone Representative:

Southwestern Bell Telephone Company

Director-Regulatory and Industry Relations

100 North Tucker, Room 1169

St. Louis, Missouri 63101

Either Party may change its representative by giving written notice in accordance with this Section of the Agreement.

Accepted:

GTE Midwest, Incorporated

By: 

Typed Name:

Gerald Harris

Title: State Director-Regulatory &
Government Affairs

Date: 2/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE
COMPANY

By: 

Typed Name:

Richard L. Taylor

Title: Director-Regulatory and Industry
Relations

Date: 2-20-97

ATTACHMENT 1**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA****DEFINITIONS OF TERMS****Common Channel Signaling (CCS)**

A high-speed specialized packet switched communications network which is separate (out-of-band) from the public packet switched and message networks. CCS carriers addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

Compatibility Testing

Certification testing performed by representatives from SWBT and the IEC to assure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Service Switching Point (SSP)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. SWBT's network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The Link Type identifies the functionality of the signaling link sets. Two Link Types associated with CCS Interconnection Service are:

"A" - Access links connect SPs and SSPs to STPs.

"B" - Bridge links connect two STPs, not of the same mated pair, but on the same hierarchical level.

Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

ATTACHMENT 1

AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATE

DEFINITIONS OF TERMS

Signaling Point Code

A code that identifies the signaling point address in the CCS network. Point codes are nine-digit codes - three segments of three digits each - identifying the Network ID, Network Cluster, and Cluster Member, respectively.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to the customer (IEC).

Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

ATTACHMENT 2

**AGREEMENT FOR THE PROVISION OF COMMON CHANNEL SIGNALING
AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES
TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

RATES AND CHARGES

<u>Rate Element</u>	<u>Rates & Charges Per Signaling Link (1)</u>
A. STP Access Connection (if applicable)	
Nonrecurring	
First	\$628.00
Additional	\$456.00
Monthly Recurring - Fixed	
Less than one mile	\$340.54
One mile or more	\$403.73
Monthly Recurring - per Mile	
Less than one mile	\$ 0.00
One mile or more	\$ 26.45
B. STP Interconnect Mileage - 1 mile or more	
Monthly Recurring - Fixed	\$100.16
Monthly Recurring - per Mile	\$.91
C. STP Port Termination	
Nonrecurring	\$234.49
Monthly Recurring	\$318.87
D. IEC Signaling Point Code	
Nonrecurring	
Per code, per STP	\$ 41.00

(1) As reflected in FCC 73.

Billing for the above-referenced service will begin upon completion of installation and testing of the services ordered through the CCS and SS7 Interconnection Services contract.

Accepted:

GTE Midwest, Incorporated

By: 

Title: State Director-Regulatory & Government Affairs

Date: 2/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE
COMPANY

By: 

Title: Director-Regulatory and Industry Relations

Date: 2-20-97

**APPENDIX NO. 1 TO AGREEMENT FOR THE PROVISION OF COMMON
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION
SERVICES TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME
LATA**

CALL SET-UP SIGNALING

Attached to and made a part of the CCS INTERCONNECTION SERVICES AGREEMENT, effective October 15, 1996, between Southwestern Bell Telephone Company (SWBT) and GTE Midwest, Incorporated herein referred to as the IEC.

LOCAL AND INTRALATA CALL SET-UP SIGNALING SERVICE

This service allows the IEC to utilize out of band trunk signaling via SWBT's CCS network facilities for the provision of exchange services.

It is the responsibility of the IEC to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to SWBT's network. SWBT agrees to deliver the information forwarded by the IEC in the SS7 signaling message. The IEC, by entering into this agreement, agrees to deliver the "privacy indicator" information forwarded by SWBT in its signaling message.

SWBT accepts no additional responsibility of any kind in connection with the use of Call Set-up Signaling Service for the provision of exchange services within an IEC's territory.

Call set-up times may be greater when IECs using SS7 signaling employ Intermediate Access Tandems (IATs) in their networks.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

Rates and Charges: There are no additional rates or charges for this service. It is provided as a part of the CCS/SS7 interconnection service to the IEC.

Accepted:

GTE Midwest, Incorporated

By: 

Title: State Director-Regulatory &
Government Affairs

Date: 2/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE
COMPANY

By: 

Title: Director-Regulatory and Industry Relations

Date: 2-20-97

**APPENDIX NO. 2 TO THE AGREEMENT FOR THE PROVISION OF COMMON
CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION
SERVICE TO INDEPENDENT EXCHANGE CARRIERS WITHIN THE SAME LATA**

CALL CONTROL, OPTION SERVICE
based on Bellcore's CLASS™ Services

Attached to and made a part of the CCS AND SS7 INTERCONNECTION SERVICES AGREEMENT, effective October 15, 19 96, between Southwestern Bell Telephone Company (SWBT) and GTE Midwest, Incorporated herein referred to as the IEC. This appendix is subsumed in the CCS and SS7 Interconnection Services contract; terms and conditions of that contract, in addition to the terms and conditions stated below, apply. This appendix is not a complete agreement by itself.

CALL CONTROL OPTION (CCO) SERVICES

This service provides for the exchange of CCS signaling messages required for the provision of CCO Services between SWBT's end offices and the end office of an associated IEC via SWBT's CCS network facilities from/to the STP(s) at which the IEC interconnects with SWBT's CCS network. This service may be used only for exchange and exchange access services functionality, and under no circumstances is such service to be utilized in connection with the IEC's provision of an interLATA offering. The IEC may not utilize the CCO Service for SS7 signaling related to an IXC-transported SS7 service.

This service is available in central offices where CCO services are being offered to its end users and to exchanges where SWBT and the IEC both have CCS network signaling capabilities deployed to the end office level in order to support the origination and termination of CCO (CLASS sm) services. NOTE: In order to provide CCO services, additional software must also be installed in applicable end offices.

The IEC, by entering into this agreement, agrees to also act based on "privacy indicator" information forwarded from SWBT.

IECs must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs for this service with respect to the provision of Call Control Option Service and accepts no responsibility of any kind in connection with the use of this information for the provision of CCO or other services within an IEC's territory.

Service Mark: One CCO service, Call Cue®, is a registered service mark of SWBT.

To promote recognition of CCO features in multi-LEC areas, the IEC may want to use the same feature names. The IEC is hereby allowed to use the names of SWBT's CCO features that do not have a service mark.

Non-Exclusive Limited License of Service Mark: SWBT hereby licenses the IEC, on a limited basis, to use the service mark for "Call Cue". This license is limited to the LATAs in which SWBT and the IEC provide the CCO Service and the Call Cue feature to their respective end users.

The IEC, as Licensee, shall only use the licensed mark in connection with the specified service, meeting standards, specifications and guidelines of quality issued by SWBT. SWBT shall have the right, at all reasonable time, to inspect the service employing the Call Cue mark to determine if it is of proper quality.

Limited License - Revocable: This limited license will be revoked and rendered inapplicable for the IEC upon the termination, by SWBT or the IEC, of Call Cue service.

Rates and Charges: There are no additional rates and charges for this service. It is provided as a part of the CCS/SS7 Interconnection service to the IEC.

Accepted:

GTE Midwest Incorporated

By: 

Title: State Directory-Regulatory &
Government Affairs

Date: 2/4/97

Accepted:

SOUTHWESTERN BELL TELEPHONE
COMPANY

By: 

Title: Director-Regulatory and Industry Relations

Date: 2-24-97

FILED
JUL 16 1997
MISSOURI
PUBLIC SERVICE COMMISSION

**SIGNALING SYSTEM 7 INTERCONNECTION
AGREEMENT**

GTE/CUSTOMER PROPRIETARY INFORMATION

Not for outside disclosure or discussion
beyond those employees or agents of GTE and CUSTOMER
having direct involvement with the
development of this Agreement.
Not intended for internal distribution
beyond those persons with a need to know.

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SIGNALING SYSTEM 7 INTERCONNECTION AGREEMENT

THIS SIGNALING SYSTEM 7 INTERCONNECTION AGREEMENT (the "Agreement"), is entered into by and between GTE Midwest, Incorporated, with an address for this Agreement at 1000 GTE Drive, Wentzville, MO 63385 (hereinafter referred to as "GTE"), and Southwestern Bell Telephone Company, with an address for this Agreement at 100 North Tucker Boulevard, St. Louis, MO 63101 hereinafter referred to as "CUSTOMER"). CUSTOMER and GTE are sometimes collectively referred to as the "Parties" and individually referred to as a "Party".

WHEREAS, GTE provides Common Channel Signaling and Signaling System 7 services through its or one or more of its affiliates' CCS/SS7 network (whether provided directly by GTE or through one or more of its affiliates, such network or STPs, may from time to time be referenced hereinafter as GTE's network or STP(s)); and

WHEREAS, CUSTOMER wishes to interconnect with GTE's CCS/SS7 network to support local exchange services.

NOW, THEREFORE, in consideration of the mutual promises expressed in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 "A" Link: An access signaling link that connects SPs and/or SSPs to STPs.
- 1.2 "B" Link: A bridge signaling link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
- 1.3 Common Channel Signaling (CCS): A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network, using SS7 signaling protocol.
- 1.4 Compatibility Testing: Certification testing performed by representatives of GTE and the CUSTOMER to ensure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This certification testing shall be performed in accordance with the following ANSI documents:
- T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS)
 - T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS)
 - T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS)
- 1.5 ISUP: A part of the SS7 protocol which defines call setup messages and call takedown messages.

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- 1.6 Service: The service described in Article 2 of this Agreement.
- 1.7 Service Switching Point (SSP): A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.8 Signal Transfer Point (STP): A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. GTE's network includes mated pairs of local and regional STPs. STPs are always provided in pairs for redundancy.
- 1.9 Signaling Link: An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The link type identifies the functionality of the signaling link sets. The two link types associated with the Service are "A" Links and "B" Links.
- 1.10 Signaling Point (SP): A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.11 Signaling Point Code (SPC): A code that identifies the Signaling Point address in the CCS network. Signaling Point Codes consist of three (3) segments of three (3) digits each, identifying the network ID, network cluster, and cluster member, respectively.
- 1.12 Signaling Point of Interface (SPOI): The point at which GTE hands off signaling information to CUSTOMER.
- 1.13 Signaling System 7 (SS7): The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

ARTICLE 2 SERVICE DESCRIPTION

- 2.1 Provision. Subject to the terms and conditions of this Agreement, GTE agrees to provide the Service to CUSTOMER.
- 2.2 Interconnection. This Agreement is for CUSTOMER's interconnection with GTE at GTE's _____ STPs to support local exchange services. CUSTOMER shall not submit signaling messages in support of interexchange services.
- 2.3 Service. The "Service" consists of the following:
- (a) Interconnection of GTE's CCS/SS7 network to CUSTOMER's CCS/SS7 network is via an "A" Link connection between CUSTOMER's SP or SSP and GTE's STP. The "A" Link connection is made by a dedicated 56 kbps channel between the SP or SSP and the STP. Any connection from an SSP or an SP to an STP pair will have a link to each individual STP (i.e., two (2) links).
 - (b) Interconnection of GTE's CCS/SS7 network to CUSTOMER's CCS/SS7 network via a "B" Link connection between CUSTOMER's STPs and GTE's STPs. The "B" Link connection is a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have four (4) connections; i.e., one (1) link from

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each individual STP to each individual STP. CUSTOMER and GTE shall mutually agree upon the location of the SPOI.

(c) Local and IntraLATA call set-up signaling, allowing CUSTOMER to use the out-of-band trunk signaling provided by GTE's CCS/SS7 network to carry its calls on the IntraLATA toll network.

(d) It is the responsibility of CUSTOMER to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to GTE's network. GTE agrees to deliver the information forwarded by CUSTOMER in the SS7 signaling message. The CUSTOMER, by entering into this Agreement, agrees to deliver "privacy indicator" information forwarded by GTE in its signaling message.

(e) CUSTOMER acknowledges that call set-up times may be greater when CUSTOMER employs intermediate access tandems (IATs) in its network.

(f) If selected on the order form attached to this Agreement, the Service shall also include IXC call set-up signaling service (ISUP) as described in Article 2.4 of this Agreement. Additional charges as set forth in Exhibit A shall apply.

2.4 ISUP Service Charge. This is an optional service that allows CUSTOMER to utilize SS7 signaling to an SS7 capable Interexchange carrier (IXC) for Feature Group D access service and other IntraLATA interexchange services. The ISUP service is a monthly charge.

(a) The rate for ISUP signaling is per connection in situations when GTE does not provide any underlying call messages for the CUSTOMER on GTE's network trunks. The rate for ISUP signaling is shown in Exhibit A.

(b) Where GTE has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, GTE shall provide call set-up signaling between CUSTOMER and the IXC.

(c) CUSTOMER agrees to provide to GTE such information as deemed necessary by GTE for network planning in connection with this offering and as may be requested by GTE from time to time.

(d) CUSTOMER must provide the Signaling Point Codes of the IXCs for which it is providing call setup via GTE's SS7 signaling network, so that GTE screening and translation tables can be updated.

2.5 Technical Specifications. The technical specifications for the Services described above are defined in Bellcore TR-TSV-000905.

2.6 Other Services. In the event that CUSTOMER desires to order SS7-related services other than the Service, such services will be governed by separate agreements.

2.7 Applicable Traffic. The Service applies to the traffic of CUSTOMER and its subtending LECs only. CUSTOMER must provide GTE with thirty (30) calendar days' written notice and a letter of agency before the traffic of any party other than CUSTOMER or its subtending LECs may be transmitted through CUSTOMER's facilities on to GTE's SS7 network.

ARTICLE 3

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MANNER OF PROVISIONING

3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:

(a) "A" Link sets from CUSTOMER's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,

(b) "B" Link sets from CUSTOMER's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.

3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.

3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.

3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) - Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between CUSTOMER and GTE.

3.5 56 kbps Channel. If approved by GTE, CUSTOMER may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. WHEN THIS OPTION IS CHOSEN, CUSTOMER UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE. If such a channel is not utilized, CUSTOMER must order DS1 (1.544 Mbps) service.

3.6 Multiplexing. Where technically required, GTE shall provide multiplexing arrangements to CUSTOMER at no charge.

ARTICLE 4 RATES AND CHARGES

4.1 Payment. CUSTOMER agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A and Exhibit B attached hereto.

4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Agreement. Thereafter, GTE shall give CUSTOMER sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to CUSTOMER, CUSTOMER may terminate this Agreement upon thirty (30) calendar days' advance written notice without penalties for either Party.

4.3 Rate Basis. Except for the additional rates that are set forth on Exhibit B, the rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Agreement will be adjusted accordingly.

GTE PROPRIETARY

on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Agreement. If the Service becomes tariffed, CUSTOMER has the right to terminate this Agreement upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.

4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.

4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:

(a) "A" Link connection - Charges for the "A" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from CUSTOMER's SSP or SP.

(2) CUSTOMER will lease facilities between its SSPs/SPs and GTE's STPs.

(b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(2) The STP port termination charges are for the termination of a 56 kbps channel at each STP from CUSTOMER's STPs.

(3) CUSTOMER and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.

(c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.

4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.

4.7 Applicable Traffic. The rates apply only to the traffic of CUSTOMER and its subtending LECs. Any traffic from any other party will be subject to additional charges.

ARTICLE 5 ORDERING THE SERVICE

5.1 Order. To order the Service, CUSTOMER shall submit a completed CCS/SS7 Order Form to GTE. The Order Forms are attached to this Agreement as Exhibit B. CUSTOMER may change its Service order by submitting a new Order Form which shall be effective when executed by both Parties. Service shall be implemented for CUSTOMER thirty (30) calendar days after the execution of this Agreement by both Parties.

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5.2 Port Terminations. GTE shall reserve STP port terminations only upon receipt of a fully executed copy of this Agreement and the Order Form. GTE shall reserve ports on a first come, first served basis. Should CUSTOMER fail to use a port within sixty (60) days of availability, GTE may reassign the port and, CUSTOMER must resubmit an Order Form for interconnection.

ARTICLE 6 RESPONSIBILITIES OF GTE

6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or CUSTOMER facilities due to natural disasters, mass calling or national security demands.

6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore TR-TSV-000905 except as otherwise provided herein.

6.3 Invoice. GTE shall include with the monthly invoice such data GTE and CUSTOMER mutually agree is necessary for CUSTOMER to verify the accuracy of the billing it receives from GTE for the Service.

ARTICLE 7 RESPONSIBILITIES OF CUSTOMER

7.1 Signaling Link. CUSTOMER shall provision the signaling links from its premises to the SPOIs in a manner technically compatible to the GTE network.

7.2 Privacy Indicator. CUSTOMER shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.

7.3 Accuracy of Information. CUSTOMER shall verify the accuracy of information provided by CUSTOMER concerning the Service ordered by CUSTOMER.

7.4 Forecast. CUSTOMER shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.

7.5 Changes. CUSTOMER agrees to inform GTE in writing at least thirty (30) days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. CUSTOMER will provide the reason for the change in volume by individual SS7 service.

ARTICLE 8 SIGNALING POINT CODES

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8.1 Interconnection. CUSTOMER may utilize either the GTE CCS/SS7 network SPC or its own SPC for interconnection purposes when interconnecting its SPs or SSPs at the "A" Link level. CUSTOMER shall utilize its own SPC when interconnecting its STP at the "B" Link level. CUSTOMER agrees to obtain its own initial SPC if it has short or long range plans to provide its own STPs.

8.2 SPC. When the SPC is utilized, GTE shall be responsible for CUSTOMER code assignment. When CUSTOMER obtains its own SPC, CUSTOMER shall be responsible for code assignments and shall be responsible for notifying GTE and other CCS/SS7 network providers of such assignments.

8.3 SPC Change. Due to the complexities and potential CUSTOMER signaling network downtime required for changing working SPCs, CUSTOMER agrees to give GTE a written notice of an SPC change as soon as possible but no later than thirty (30) days prior to the effective date of the SPC change.

ARTICLE 9 MONTHLY BILLING

Billing statements shall be rendered monthly by GTE to CUSTOMER. The monthly charge shall be the total of all monthly rate element charges associated with the Service. Payment to GTE for bills rendered to CUSTOMER shall be due thirty (30) calendar days after receipt of the invoice and CUSTOMER agrees to pay all billed amounts on or before such due date. Beginning the day after the due date of the bill, interest charges of twelve per cent (12%) per annum or the maximum allowed by law, whichever is less, shall be added to CUSTOMER's bill. Payments shall be applied to the oldest outstanding amounts first.

ARTICLE 10 LIABILITY AND INDEMNIFICATION

10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.

10.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, CUSTOMER shall defend GTE against all end users'

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claims just as if CUSTOMER had provided such service to its end users with its own employees. In any event, CUSTOMER shall assert its tariff limitation of liability for the benefit of both GTE and CUSTOMER.

10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision the Service.

10.5 Services Only. GTE and CUSTOMER agree and acknowledge that this Agreement is for services only, and does not encompass the sale or license of software, hardware, or any computer system.

10.6 No Warranties. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER GTE NOR CUSTOMER MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY THIRD PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND CUSTOMER DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

ARTICLE 11 GOVERNING LAW AND VENUE

Unless as otherwise expressly provided in this Agreement, this Agreement is governed by and interpreted or construed in accordance with the laws of the state of Texas and subject to the exclusive jurisdiction of the courts therein.

ARTICLE 12 DEFAULT OR VIOLATION

12.1 Default. If CUSTOMER defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after the other Party shall have given written notice thereof, the other Party may terminate this Agreement effective upon delivery of a written termination notice.

12.2 Failure to Enforce. The failure of either Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general relinquishment or waiver on its part of its right to demand performance pursuant to any such provision, and the same shall be and remain in full force and effect.

ARTICLE 13 RESERVATION OF RIGHTS

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13.1 Release. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demand, or suit to perform under this Agreement should any regulatory body or court find the existing terms of this Agreement to be illegal, unenforceable, or against public policy.

13.2 Rights. By entering into this Agreement, neither Party waives, releases or compromises any rights it may have to argue, in any federal or state regulatory proceeding (or in any judicial appeal following such a proceeding), in support of, or in opposition to any position, including but not limited to: (a) Accounting for deregulated (or detariffed) data base services; (b) removal from regulated accounts of expenses and investment associated with deregulated (or detariffed) data base services; and (c) any other issue pertinent to regulation or deregulation of costs which were, are now, or may in the future be, associated with the provisions of data base services. Each Party expressly reserves all its rights in connection with such matters.

ARTICLE 14 FORCE MAJEURE

Neither Party shall be held 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, but not limited to, acts of civil or military authority, government relations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, strikes, extended power blackouts, natural disasters such as earthquakes, floods, volcanic action, unusually severe weather conditions or other major environmental disturbances, inability to secure services of other persons, transportation facilities or acts or omissions of transportation or communications common carriers, or legal and/or regulatory constraints affecting either of the Parties hereto in performing their obligations hereunder.

ARTICLE 15 USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus, programs, technical or business information or data, written, oral or otherwise (all hereinafter referred to as "Information") furnished to CUSTOMER under this Agreement or in contemplation of this Agreement, shall remain GTE's property. All copies of such Information in written, graphic or other tangible form shall be returned to GTE at GTE's request. Information shall be kept confidential by CUSTOMER in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between CUSTOMER and GTE in writing.

ARTICLE 16 PROPRIETARY INFORMATION

16.1 Identification of Information - Confidentiality: Either Party may disclose to the other proprietary or confidential customer, technical and business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered "Confidential Information" under this Agreement, it must be marked "Confidential" or "Proprietary", or bear a marking of similar import. Orally disclosed information shall be deemed "Confidential Information" only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) days after oral disclosure. In order to protect such Confidential Information from improper disclosure, each Party agrees:

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(a) That all Confidential Information shall be and shall remain the exclusive property of the source.

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information in order to perform the services set out in this Agreement.

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature.

(d) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Confidential Information to others or authorize anyone else to copy or publish or disclose such Confidential Information to others without the prior written approval of the source.

(e) To return promptly any copies of such Confidential Information to the source at its request.

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

16.2 Exceptions. These obligations shall not apply to any Confidential Information which was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing person(s) having access to any of the Confidential Information received in confidence from the source or which is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction.

16.3 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three years from the date of the initial disclosure of the Confidential Information.

ARTICLE 17 TERM OF AGREEMENT

This Agreement shall become effective as of October 15, 1996, and shall continue in effect until either Party gives the other Party, at any time, at least ninety (90) calendar days' prior written notice of termination, which termination shall be effective at the end of the ninety (90) calendar day period, except that notice of termination after a price change will be governed by Article 4.2. Notwithstanding anything to the contrary contained herein, if Service is not activated within six (6) months from the date this Agreement is executed by both Parties, either Party may terminate this Agreement by delivery of written notice to the other Party.

ARTICLE 18 DISPUTES

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18.1 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

18.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents
- (c) Requests for admission

Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the city where this Agreement was executed by GTE. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE 19 THIRD PARTY RIGHTS

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This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

ARTICLE 20 AMENDMENTS AND WAIVERS

This Agreement may be modified or amended only by written agreement signed by or on behalf of both Parties.

ARTICLE 21 NOTICE

21.1 Notices. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, telex, cable or telemail, or on the date of the third business day after deposit, postage prepaid, in the United States mail via certified mail, return receipt requested and addressed as follows:

To: GTE

Title: Product Manager - SS7 Network
Address: GTE Telephone Operations
Mail Code: HQE01E41
600 Hidden Ridge
Irving, Texas 75038

Copy To: Legal Department
GTE Telephone Operations
Mail Code: HQE03H36
600 Hidden Ridge
Irving, Texas 75038

To: CUSTOMER

Title: Director-Regulatory and Industry Relations
Address: Southwestern Bell Telephone Company
100 North Tucker Boulevard
St. Louis, Missouri 63101

21.2 Personal Delivery. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained.

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21.3 Contact Person. The contact person designated herein or pursuant hereto and the address to which such notices, demands, requests, elections or other communications is to be given by either Party may be changed by written notice given by such Party to the other Party pursuant this Agreement.

ARTICLE 22 ASSIGNMENT

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other Party shall be void except assignments to a parent company, a wholly-owned subsidiary or a wholly-owned subsidiary of a parent. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party.

ARTICLE 23 MISCELLANEOUS

23.1 Headings. The headings and numbering of sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

23.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

23.3 Invalid Provision. If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to the Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If unsuccessful in this, either Party may terminate the Agreement.

23.4 Compliance. Each Party shall comply with all federal, state, and local laws and regulations applicable to its performance as described in this Agreement.

ARTICLE 24 ENTIRE AGREEMENT

This Agreement, including all attachments as referenced constitute the entire Agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Service.

ARTICLE 25 AUTHORITY

Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.

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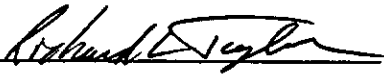
**ARTICLE 26
NO OFFER**

Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both GTE and CUSTOMER.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates indicated below.

Southwestern Bell Telephone Company

By: 

Name: Richard L. Taylor

Title: Director- Regulatory and Industry Relations

Date: 2-20-97

GTE Midwest, Incorporated

By:  for GTH

Name: Gerald Harris

Title: State Director-Regulatory & Governmental Affairs

Date: 2/28/97

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EXHIBIT A
RATES AND CHARGES

This Exhibit is not applicable at this time.

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EXHIBIT B

RATES AND CHARGES

for Interconnection at
GTE INS' Wentzville -O'Fallon, MO STP

	<u>Rate Element</u>	<u>Rates & Charges</u>	
		<u>Nonrecurring</u>	<u>Monthly</u>
1.	STP Port Termination for an "A" Link Per Port	\$ 250.00	\$ 512.50
2.	STP Port Termination for a "B" Link Per Port	\$ 250.00	\$ 512.50
3.	56 Kbps Digital Facility Dedicated Switched Access Transport Per Airline Mile	\$ N/A	\$ 11.50
4.	56 Kbps Dedicated Switched Access Line	\$ 250.00	\$ 83.00
5.	1.544 Mbps (DS1) High Capacity Digital Facility Dedicated Switched Access Transport Per Airline Mile	\$ N/A	\$ N/A
6.	1.544 Mbps (DS1) Dedicated Switched Access Line	\$ N/A	\$ N/A
7.	Facility Charge for "B" Links	\$ N/A	\$ N/A
8.	ISUP Charge per Interconnection	\$ N/A	\$ N/A

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