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Missouri Public  
Service Commission  
T0-2000-572

INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

IP Communications Corporation

EXHIBIT I

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**BETWEEN**  
**SOUTHWESTERN BELL TELEPHONE COMPANY**  
**AND**  
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INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

IP Communications Corporation

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INTERCONNECTION AGREEMENT - MISSOURI

This Interconnection Agreement - Missouri (Agreement) is between IP Communications Corporation., a Texas Corporation, having an office at 17300 Preston Road, Suite 300, Dallas, Texas 75252, and Southwestern Bell Telephone Company (SWBT), a Missouri corporation, having an office at 1010 Pine Street, St. Louis, Missouri 63101, (collectively the Parties).

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

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

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

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

**1.0 INTRODUCTION**

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

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meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas.

**2.0 Effective Date**

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

**3.0 Intervening Law**

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

**4.0 Term of Agreement**

- 4.1 This Agreement will become effective as of the Effective Date stated above, and will expire November 5, 2000. Any such Non Renewal Notice must be provided not later than 180 days before the day this Agreement would otherwise renew for an additional year. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said notice, the receiving Party will notify the sending Party of



additional items desired to be negotiated, if any. Not later than 135 days from the receipt of the Non Renewal Notice, both parties will commence negotiations.

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

## **5.0 Assignment**

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

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**6.0 Confidentiality and Proprietary Information.**

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one party to the other in connection with this Agreement, during negotiations (also see the Confidentiality Agreement between the Parties dated April 1, 1996) and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Resale Services, Network Elements or Combinations placed by IP Communications Corporation pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of IP Communications Corporation's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Attachments 5 and 10 concerning Recorded Usage Data, whether disclosed by IP Communications Corporation to SWBT or otherwise acquired by SWBT in the course of the performance of this Agreement, will be deemed Confidential Information of IP Communications Corporation for all purposes under this Agreement.
- 6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.
- 6.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential

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Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

- 6.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 6.6 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.
- 6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
- 7.0 **Liability and Indemnification**
- 7.1 **Limitation of Liabilities**
- 7.1.1 Each party's liability to the other resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.3, and other than for willful misconduct

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(including gross negligence), will not exceed the total of any amounts due and owing to IP Communications Corporation pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to IP Communications Corporation by SWBT under this Agreement for the affected service, business practice or ancillary functions (as defined under Section 3.1 of Attachment 13) and the value of the injured party's collocated equipment or collocated property that was destroyed or damaged by the injuring party during the period beginning at the time of the error, interruption, defect, failure, malfunction loss or claim is received by the uninjured party to the time of correction of same.

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

**7.2 No Consequential Damages**

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

**7.3 Obligation to Indemnify**

- 7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.
- 7.3.2 If required, IP Communications Corporation is responsible for obtaining any license or right to use agreement associated with a Network Element purchased from SWBT. SWBT will provide a list of all known and necessary licenses or right to use agreements applicable to the subject Network Element(s) within seven days of a request for such a list by IP Communications Corporation. SWBT agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. In the event such an agreement is not forthcoming for a Network Element ordered by IP Communications Corporation, the Parties commit to negotiate in good faith for the provision of alternative Elements or services which shall be equivalent to or superior to the Element for which IP Communications Corporation is unable to obtain such license or agreement.
- 7.3.3 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed to the extent that such claim or action arises from the actions of the respective Parties, or failure to act, as required pursuant to this Agreement.
- 7.3.4 SWBT makes no warranties, express or implied, concerning IP Communications Corporation (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with IP Communications Corporation rights to interconnect with SWBT's network and to

Unbundled Network Elements and/or combine SWBT's network elements (including combining with IP Communications Corporation Network Elements) such interconnection or unbundling and/or combining of Elements (including combining with components of IP Communications Corporation network) in SWBT's network. Section 7 applies solely to this Agreement. Nothing in this Section will be deemed to supersede or replace any other agreements, if any, between the Parties with respect to IP Communications Corporation's intellectual property or contract rights.

#### **7.4 Obligation to Defend; Notice; Cooperation**

- 7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

#### **7.5 OSHA Statement**

- 7.5.1 IP Communications Corporation, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal,

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

**8.0 Payment of Rates and Charges**

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

**9.0 Dispute Resolution**

**9.1 Finality of Disputes**

- 9.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

**9.2 Alternative to Litigation**

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

**9.3 Informal Resolution of Disputes**

- 9.3.1 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon

agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than sixty (60) days after the date of the letter initiating dispute resolution under this paragraph.

**9.4 Billing Disputes**

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

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9.4.5 Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section 9.3. The parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, or, if the charges have been subject to the bill closure process described in Section 9.4.4, above, within sixty (60) calendar days of the closure of the billing period covered by such bill closure process.

9.5 **Other Disputes**

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

9.5.2 **Dispute Resolution Procedure (DRP) 2** - Except as otherwise specifically set forth in the Agreement, for all other disputes involving matters which represent more than one (1) percent of the amounts charged to IP Communications Corporation by SWBT under this Agreement during the Contract Year in which the dispute arises, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that upon mutual agreement of the Parties, the dispute may be submitted to binding arbitration under Section 9.6. During the first Contract Year the Parties will annualize the initial months up to one year.

9.5.3 **Dispute Resolution Procedure (DRP) 3** - Except as otherwise specifically set forth in this agreement, for all disputes involving additions to this Agreement under the Telecommunications Act of 1996, the Parties agree that such disputes will be submitted to the Missouri Public Service Commission for resolution pursuant to FTA96, provided that either Party may request expedited resolution by the Missouri Public Service Commission, with both Parties retaining all rights to appeal.

9.5.4 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

**9.6 Arbitration**

- 9.6.1 Disputes subject to binding arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each arbitration will be held will be Dallas, Texas, unless the parties otherwise agree. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**10.0 Termination of Service to IP Communications Corporation**

- 10.1 Failure of IP Communications Corporation to pay charges may be grounds for termination of this Agreement. If IP Communications Corporation fails to pay when due, any and all charges billed to them under this Agreement, (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) calendar days after the due date of such Unpaid Charges, SWBT will notify IP Communications Corporation in writing that in order to avoid having service disconnected, IP Communications Corporation must remit all Unpaid Charges, whether disputed or undisputed, to SWBT within fifteen (15) calendar days after receipt of said notice. Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9 of this Agreement.
- 10.2 If any IP Communications Corporation charges remain unpaid at the conclusion of the time period as set forth in Section 10.1 above (30 calendar days from the due date of such unpaid charges), SWBT will notify IP Communications Corporation, the appropriate commission(s) and the end user's IXC(s) of Record in writing, that unless all charges are paid within fifteen (15) calendar days, IP Communications Corporation's service will be disconnected and IP Communications Corporation's end users may be switched to SWBT local service. SWBT will also suspend order acceptance at this time.
- 10.3 If any IP Communications Corporation charges remain unpaid or undisputed thirty (30) calendar days past the due date of the unpaid charges as described in Section 10.2 above, IP Communications Corporation will, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for IP

Communications Corporation failure to pay unpaid charges, and that its end users must select a new local service provider within fifteen (15) calendar days. The notice will also advise the end user that SWBT will assume the end user's account at the end of the fifteen (15) calendar day period should the end user fail to select a new local service provider.

- 10.4 If any IP Communications Corporation charges remain unpaid or undisputed forty-five (45) calendar days past the due date, SWBT will disconnect IP Communications Corporation and transfer all IP Communications Corporation's end users who have not selected another local service provider directly to SWBT's service. These end users will receive the same services provided through IP Communications Corporation at the time of service. These end users will receive the same services provided through IP Communications Corporation at the time of transfer. SWBT will inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from IP Communications Corporation to SWBT will be assessed to IP Communications Corporation.
- 10.5 Within five (5) calendar days of the transfer (50 calendar days past IP Communications Corporation's due date), SWBT will notify all affected end users that because of IP Communications Corporation's failure to pay, their service is now being provided by SWBT. SWBT will also notify the end user that they have thirty (30) calendar days to select a local service provider. If the end user does not select an LSP within 30 calendar days the customer will remain a SWBT local customer.
- 10.6 SWBT may discontinue service to IP Communications Corporation upon failure to pay undisputed charges as provided in this section, and will have no liability to IP Communications Corporation in the event of such disconnection.
- 10.7 After disconnect procedures have begun, SWBT will not accept service orders from IP Communications Corporation until all unpaid charges are paid. SWBT will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to IP Communications Corporation after disconnect for nonpayment.
- 10.8 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate SWBT to continue to provide service to any such end users or to limit any and all disconnection rights SWBT may have with regard to such end users.

#### **11.0 Notices**

- 11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may

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

11.2 If to IP Communications Corporation:

Sean Minter/President & Chief Operating Officer  
IP Communications Corporation  
17300 Preston Road, Suite 300  
Dallas, TX 75252  
972-248-8210

11.3 If to SWBT:

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

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

**12.0 Taxes**

12.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

12.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later

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determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

- 12.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 12.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 12.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 12.7.
- 12.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 12.6 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 11 and to the following:

To SWBT:

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

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To IP Communications Corporation:

Sean Minter/President & Chief Operating Officer  
IP Communications Corporation  
17300 Preston Road, Suite 300  
Dallas, TX 75252

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

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

### **13.0 Force Majeure**

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

### **14.0 Publicity**

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

**15.0 Network Maintenance and Management**

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

**16.0 Law Enforcement and Civil Process**

**16.1 Intercept Devices**

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

**16.2 Subpoenas**

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

**16.3 Law Enforcement Emergencies**

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

**17.0 Changes in Subscriber Carrier Selection**

- 17.1 With respect to Resale services and unbundled Network Elements provided to end users, each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Network Elements) and must retain such authorizations for twelve (12) months. The authorization must conform with federal rules regarding changes of presubscribed interexchange carriers until such time as there are federal or state rules applicable to changes of local exchange service providers. Thereafter, the authorization must comply with each such rule. The party submitting the change request assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996.
- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. In connection with such challenges each party will follow procedures which conform with federal rules regarding challenges to changes of presubscribed interexchange carriers, if any, until such time as there are federal or state rules applicable to challenges to changes of local exchange service providers. Thereafter, the procedures each Party will follow concerning challenges to changes of local exchange service providers will comply with such rule. If an end user notified SWBT or IP Communications Corporation that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. The party receiving such request shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Either Party shall make authorizations available to the other Party upon request and at no charge only when such request is made in order to investigate claims of unauthorized changes initiated by an end user.
- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customer's directions, or the directions of the end user's agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.



- 17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange services ("slamming") on behalf of the other Party or a third Party. If either Party, on behalf of the other Party, agrees to investigate an alleged incidence of slamming, the requesting party will provide the billed telephone number and information adequate to allow the other Party to investigate the incidence, and that Party shall charge the other Party a mutually agreed investigation fee.

**18.0 Amendments or Waivers**

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

**19.0 Authority**

- 19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

**20.0 Binding Effect**

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

**21.0 Consent**

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

**22.0 Expenses**

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

**23.0 Headings**

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

**24.0 Relationship of Parties**

- 24.1 This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

**25.0 Conflict of Interest**

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

**26.0 Multiple Counterparts**

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

**27.0 Third Party Beneficiaries**

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

**28.0 Regulatory Approval**

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

**29.0 Trademarks and Trade Names**

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

**30.0 Regulatory Authority**

- 30.1 SWBT will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. IP Communications Corporation will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to IP Communications Corporation Customers contemplated by this Agreement. IP Communications Corporation will reasonably cooperate with SWBT in obtaining and maintaining any required approvals for which SWBT is responsible, and SWBT will reasonably cooperate with IP Communications Corporation in obtaining and maintaining any required approvals for which IP Communications Corporation is responsible.
- 30.2 SWBT will not, of its own volition, file a tariff or make another similar filing which supersedes this Agreement in whole or in part. SWBT will make no filings which are inconsistent with this commitment. This Section is not intended to apply to any SWBT tariffs or filings which do not affect IP Communications Corporation's rights or SWBT's obligations to IP Communications Corporation under this Agreement. This Section does not impair SWBT's right to file tariffs nor does it impair SWBT's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SWBT provides or hereafter provides to IP Communications Corporation under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair IP Communication Corporation's right to contest such tariffs before the appropriate Commission.
- 30.3 In the event that SWBT is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, SWBT will provide IP Communications Corporation notice of the same.
- 30.4 If any tariff referred to in Section 30.3 becomes ineffective by operation of law, through deregulation or otherwise, the terms and conditions of such tariffs, as of the date on

which the tariffs became ineffective, will be deemed incorporated if not inconsistent with this Agreement.

**31.0 Verification Reviews**

- 31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 31.2 Each Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.
- 31.3 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 31.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by IP Communications Corporation for Resale services, Network Elements or Combinations provided during the period covered by the audit.
- 31.5 Audits will be at the auditing Party's expense.
- 31.6 Upon (i) the discovery by either Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the affected Party will promptly reimburse the other Party the amount of any overpayment times the commercial paper rate applicable on the last day of the month preceding the month of discovery or resolution as above. In no event, however, will interest be assessed on any previously assessed or accrued late payment charges.
- 31.7 IP Communications Corporation may require that, at the end of the first year of implementation of this Agreement, SWBT submit to an audit or examination of services performed under the interconnection agreement. Subsequent to the first year of implementation, IP Communications Corporation may require that audits or examinations be performed if: (1) IP Communications Corporation can show cause that it has a

commercially reasonable basis to seek an audit or examination; and (2) the request for audit or examination specifically defines the particular services that it seeks to audit or examine. All audits requested by IP Communications Corporation under this section shall be conducted at its expense. The dispute resolution provisions of this Agreement shall be used to resolve disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.

- 31.8 From the Effective Date of this Agreement through April 1, 1998, SWBT may audit IP Communications Corporation's operations, books, records, and other documents related to the development of the percent local usage (PLU) to be used to measure and settle untransmitted calling party numbers (CPN) in connection with Attachment 12: Compensation. SWBT will bear the reasonable expenses associated with this inspection.
- 31.9 Information obtained or received by IP Communications Corporation in conducting the inspections described in Section 31.7 and information obtained or received by either Party in connection with Sections 31.1 through 31.6 and 31.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

**32.0 Complete Terms**

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

**33.0 Cooperation on Preventing End User Fraud**

- 33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 33.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

**34.0 Notice of Network Changes**

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

**35.0 Good Faith Performance**

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

**36.0 Responsibility of Each Party**

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

**37.0 Transmission of Traffic to Third Parties**

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

**38.0 Governmental Compliance**

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

**39.0 Responsibility for Environmental Contamination**

- 39.1 Disclosure of Potential Hazards: When and if IP Communications Corporation notifies SWBT that IP Communications Corporation intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SWBT building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SWBT shall timely notify IP Communications Corporation of any Environmental Hazard at that Work Location of which SWBT has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which IP Communications Corporation already has actual knowledge or (ii) was caused solely by IP Communications Corporation or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SWBT; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.

- 39.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SWBT, IP Communications Corporation shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. IP Communications Corporation shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SWBT's business operations after consultation with SWBT, and shall return SWBT's property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 39.3 Managing Disturbed Materials and Media: If and to the extent that IP Communications Corporation's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then IP Communications Corporation rather than SWBT shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 39.4 Indemnification:
- 39.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 39.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.
- 39.4.2 IP Communications Corporation shall indemnify, on request defend, and hold harmless SWBT and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of IP Communications Corporation, or by any person acting on IP Communications Corporation's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of IP Communications Corporation or by any person acting on IP Communications Corporation's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or



(iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by IP Communications Corporation or its contractors or agents.

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

#### **40.0 Subcontracting**

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

#### **41.0 Referenced Documents**

41.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, IP Communications Corporation Practice, SWBT Practice, any publication of telecommunications industry administrative or technical standards, or any other

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

#### **42.0 Severability**

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

#### **43.0 Survival of Obligations**

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

#### **44.0 Governing Law**

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

#### **45.0 Performance Criteria**

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

**46.0 Other Obligations of IP Communications Corporation**

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

**47.0 Dialing Parity; Interim Number Portability**

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

**48.0 Branding**

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

**49.0 Customer Inquiries**

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

**50.0 Disclaimer of Warranties**

- 50.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

**51.0 No Waiver**

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

**52.0 Effect of Other Agreements**

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

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

**53.0 Definitions**

- 53.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or

used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

**54.0 Resale**

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

**55.0 Unbundled Network Elements**

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

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

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

**57.0 Network Interconnection Architecture**

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

**58.0 Compensation for Delivery of Traffic**

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

**59.0 Ancillary Functions**

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

60.0 Intentionally left blank.

61.0 Intentionally left blank

**62.0 Other Requirements and Attachments**

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

services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

**Resale**

Attachment 1: Resale

Appendix Services/Pricing

Exhibit A: SWBT's Telecommunications Services Available for Resale

Exhibit B: SWBT's Other Services Available for Resale

Appendix Customized Routing-Resale

Appendix DA-Resale

Appendix OS-Resale

Appendix White Pages (WP)-Resale

Attachment 2: Ordering and Provisioning-Resale

Attachment 3: Maintenance-Resale

Attachment 4: Connectivity Billing-Resale

Attachment 5: Provision of Customer Usage Data-Resale

**Unbundled Network Elements**

Attachment 6: Unbundled Network Elements (UNE)

Appendix Pricing-UNE

Appendix Pricing-UNE Schedule of Prices

Attachment 7: Ordering and Provisioning-UNE

Exhibit A-Electronic Ordering and Provisioning-UNE

Attachment 8: Maintenance-UNE

Attachment 9: Billing-Other

Attachment 10: Provision of Customer Usage Data-UNE

**Network Interconnection Architecture and Compensation**

Attachment 11: Network Interconnection Architecture

Appendix Interconnection Trunking Requirement (ITR)

Appendix Network Interconnection Methods (NIM)

Appendix SS7 Interconnection

Attachment 12: Compensation

Appendix Cellular

Appendix FGA

**Ancillary Functions**

Attachment 13: Ancillary Functions

Appendix Collocation

Appendix Poles, Conduit, ROW

**Other Requirements**

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



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

V. Sean Minter 2-6-00  
Sign and Print Name: Date  
V. SEAN MINTER

PRESIDENT  
Position/Title  
**IP Communications  
Corporation**

David D. Kerr 2-14-00  
Sign and Print Name: Date  
David D. Kerr

for President- Industry Markets  
Position/Title  
**Southwestern Bell Telephone  
Company**

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

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

The Parties acknowledge and agree that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech is obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced

Services affiliates under certain conditions. Following SBC/Ameritech's transition of such Advanced Services to its structurally separate affiliate(s), the Parties acknowledge and agree that SBC-8 State shall have no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC, and shall have no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth herein.

## **ATTACHMENT 1: RESALE**

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

### **1.0 General Requirements**

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

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- Suspension Services
- Telecommunications Service Priority Systems
- Access Services
- Wireless Carrier Interconnection Services
- Exchange Interconnection Services
- Distance Learning
- Shared Tenant Services

- 1.5.1 Suspension of Service discounts apply to the discounted rate for the underlying service. When IP Communications Corporation resells Shared Tenant Service, IP Communications Corporation will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.6 The following services are not being made available by SWBT to IP Communications Corporation for resale.
- BDS/LAN
  - Customer Premises Equipment
  - Customized Billing Reports
  - Inline® Products
  - Inside Wiring Products
  - 911 Universal Emergency Number Equipment
- 1.7 Telecommunications Services will be resold by SWBT to IP Communications Corporation on terms and conditions that are reasonable and nondiscriminatory.
- 1.8 Directory Assistance and Operator Services.
- Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.
- 1.9 Directory Listings Requirements.
- Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages - Resale, attached hereto.
- 1.10 Unless otherwise provided in this Agreement, SWBT will perform all of its obligations hereunder throughout the entire service area where SWBT is the incumbent local exchange carrier. SWBT will provide the services covered by this Attachment subject to the availability of facilities in this state.

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- 1.11 IP Communications Corporation may at any time add or delete features to or relocate the Resale services for IP Communications Corporation's customers except for grandfathered services. However, IP Communications Corporation may only offer grandfathered services to customers that are eligible to receive grandfathered services from SWBT.
- 1.12 The Parties will maintain restrictions on aggregation of toll service for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.
- 1.13 IP Communications Corporation may terminate any Resale service within the period specified for termination of such Resale service in SWBT's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.

## **2.0 Branding**

- 2.1 IP Communications Corporation is free to brand the Resale services that SWBT provides to IP Communications Corporation under the provisions of this Agreement. SWBT will not brand such Resale services provided to IP Communications Corporation under this Agreement as being SWBT's services, although certain SWBT retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
  - 2.1.1 SWBT offers certain retail services that utilize electronic branding to designate the services as SWBT retail services. Subject to applicable law, to the extent such services are made available for resale to IP Communications Corporation customers, IP Communications Corporation may request SWBT to rebrand such services as IP Communications Corporation services or to offer them without a brand. SWBT will review such requests in a timely manner and provide a cost estimate. IP Communications Corporation agrees to reimburse SWBT for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet IP Communications Corporation's needs. IP Communications Corporation must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SWBT as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SWBT agrees to reimburse IP Communications Corporation for a reasonable portion of its costs.
- 2.2 IP Communications Corporation will provide the exclusive interface to IP Communications Corporation Customers in connection with the marketing, offering or provision of IP Communications Corporation services, except as otherwise provided in this Agreement. In those instances where SWBT personnel interface directly with IP Communications Corporation customers in respect to installation, maintenance and repair

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services in connection with providing Resale services to IP Communications Corporation, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of IP Communications Corporation.

- 2.3 "IP Communications Corporation branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with IP Communications Corporation's customers, will be furnished to SWBT by and at the sole expense of IP Communications Corporation. SWBT will not rebrand its vehicles and personnel. Other provisions regarding branding of written materials provided by SWBT to IP Communications Corporation's customers are set forth in Attachments 2 and 3. IP Communications Corporation will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "IP Communications Corporation branded" materials via a toll free telephone number provided by IP Communications Corporation, for delivery to an address specified by SWBT or the technician.
- 2.4 IP Communications Corporation will not, without SWBT's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates.

### **3.0 Change of Local Service Provider**

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

### **4.0 Pricing**

- 4.1 The prices charged or discounts applied to IP Communications Corporation for Resale service are set forth in Appendix Services/Pricing.

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- 4.2 Promotions of Resale services of more than 90 days will be made available to IP Communications Corporation on terms and conditions no less favorable than those SWBT makes available to its customers and will be made available at the avoided cost discount from the promotional rate. Services offered for promotions of 90 days or less will be available for resale at the retail rate less the established avoided cost discount. (i.e., IP Communications Corporation may not elect the promotional rate.)

**5.0 Resale Qualifications**

- 5.1 IP Communications Corporation will resell these telecommunications services only to the same class of customer to which SWBT sells the services, e.g. residence service may not be resold to business customers. IP Communications Corporation may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent IP Communications Corporation resells services that require certification on the part of the buyer, IP Communications Corporations will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 5.2 SWBT is not required to make services available for resale at wholesale rates to IP Communications Corporation for its own use.
- 5.3 IP Communications Corporation will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that IP Communications Corporation may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

**6.0 Dialing Parity**

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

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end users of SWBT will have the same exchange boundaries, such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

**7.0 Notification/Changes in Retail Service**

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

**8.0 Ordering and Provisioning**

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

**9.0 Maintenance**

- 9.1 Maintenance will be provided by SWBT in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

**10.0 Billing for Local Service**

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

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**11.0 Customer Usage Data**

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

**12.0 Operation Support Systems (OSS)**

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

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the Parties, regarding the IP Communications Corporation volume of transaction, number of concurrent users, desired number of Direct and Dial Up connections, and length of a typical session.

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

**13.0 Service/Operation Readiness Testing**

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

**14.0 Applicability of Other Rates, Terms and Conditions**

- 14.1 \*Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general

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applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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## **APPENDIX SERVICES/PRICING**

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

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resale subject to Section 2.1.1 of this Appendix. SWBT's provision of PLEXAR Custom will be as specified in this paragraph. SWBT will offer IP Communications Corporation the same price SWBT provides to its Customers less avoided costs, if any. In addition, SWBT will provide IP Communications Corporation with the same technical and system design support that SWBT makes available to SWBT's PLEXAR Custom sales teams and agents. Such support will be provided by SWBT to IP Communications Corporation with the same quality and timelines that SWBT provides to SWBT's PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support will be provided to IP Communications Corporation by SWBT at a reasonable price, mutually acceptable to SWBT and IP Communications Corporation.

### **3.0 CLASS and Custom Features Requirements**

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

### **4.0 Voluntary Federal Customer Financial Assistance Programs**

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

### **5.0 E911/911 Services**

- 5.1 Where available SWBT will afford IP Communications Corporation's customers with resold lines the ability to make 911 calls. IP Communications Corporation will pay the

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

## **6.0 Services to Disabled Customers**

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

## **7.0 Telecommunications Relay Service**

- 7.1 Where SWBT provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telecommunications Relay Service [TRS]"), SWBT will make such service available to IP Communications Corporation at no additional charge, for use by IP Communications Corporation customers who are speech or hearing-impaired. If SWBT maintains a record of customers who qualify under any applicable law for TRS, SWBT will make such data available to IP Communications Corporation as it pertains to IP Communications Corporation Resale service customers.
- 7.2 Notwithstanding the provisions of Section 12.1 of the General Terms and Conditions portion of this Agreement, IP Communications Corporation will apply the Deaf Relay Service and Equipment Distribution Program Fund surcharge to its local exchange subscribers as required under Section 209.255 R. S. Mo. and any other applicable law. IP Communications Corporation will be solely responsible for billing and collecting the surcharge from its local exchange subscribers and remitting the surcharge directly to the

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appropriate taxing authority. Provided that IP Communications Corporation fulfills its agreements as set forth in this Section, SWBT will not apply the surcharge to IP Communications Corporation for the services provided by SWBT pursuant to this Attachment.

**8.0 Lifeline Services**

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

**9.0 Advanced Intelligent Network**

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

**10.0 Pay Phone Services**

- 10.1 "Pay Phones" are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public's billing options to pay for telephony based services. SWBT does not offer "pay phones" to any customers and will not offer "pay phones" to IP Communications Corporation for resale.
- 10.2 "Pay Phone Service", for the purpose of this Appendix, is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for

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inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. SWBT currently offers two types of pay phone services: (1) Customer Owned Pay Telephone Services (COPTS), and (2) SmartCoin.

- 10.3 IP Communications Corporation may purchase COPTS and SmartCoin service for purposes of Resale to payphone services providers. SWBT will provide to IP Communications Corporation for resale the COPTS and SmartCoin services and associated services addressed in Section 10 of this Appendix Services/Pricing to Attachment 1: Resale, where offered by SWBT.
- 10.4 PIC selection for COPTS and SmartCoin lines will be governed by Section 3.3 of Attachment 2: Ordering & Provisioning - Resale.
- 10.5 SWBT will make available to IP Communications Corporation under tariff any and all technology related to COPTS and SmartCoin services, unless expressly mandated otherwise by applicable Federal or State Regulatory rules. When such situations occur, SWBT will work cooperatively with IP Communications Corporation to establish a mutually agreeable solution of such ruling.
- 10.6 With COPTS and SmartCoin services, SWBT will provide IP Communications Corporation through SWBT's applicable tariffs all appropriate screening functions and features to minimize fraud.potential.
- 10.7 SWBT will provide IP Communications Corporation under tariff all appropriate functions and features offered to SWBT's customers to allow IP Communications Corporation Customers of COPTS and SmartCoin services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.
- 10.8 SWBT will provide IP Communications Corporation under tariff all options related to COPTS and SmartCoin it provides to SWBT's own subscribers of such services.

#### **11.0 Call Trace**

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

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to provide additional information necessary for any police investigation. IP Communications Corporation will indemnify SWBT against any claims that insufficient information led to inadequate prosecution.

**12.0 Suspension Services**

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

**13.0 Payments of Rates & Charges from a Third Party**

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

**14.0 Services Available for Resale and Associated Prices**

- 14.1 Attached is Exhibit A, "List of SWBT's Telecommunications Services Available for Resale", which is a matrix that lists the services offered by SWBT which will be made available to IP Communications Corporation for resale. IP Communications Corporation may purchase these services at a 19.2% discount from SWBT's retail prices for all services except operator services. The wholesale discount of 13.91% applies to operator services only. Also attached is Exhibit B, "List of SWBT's Other Services Available for Resale", which is a matrix that lists services offered by SWBT which will be made

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available to IP Communications Corporation at retail prices unless otherwise specified. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate.

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

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

**16.0 Applicability of Other Rates, Terms and Conditions**

\*Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
3	GENERAL EXCHANGE TARIFF	GE										
4	PSC Mo - No. 35											
5												
6	ANNOUNCEMENT DISTRIBUTION SERVICES	GE 1										
7	Public Announcement Distrib. Svc.											
8	Facilities Delivery											
9	Announcement Facilities	GE 1.4.1(A)	788	Y	Y							Mnth-Ind. Bus Line Flat rte. See Local Exchange, Svc chrg-See Ind Bus Fl in svc & equip chrg
10	Network Traffic Load Protection	GE 1.4.1(A)	VE9	\$ 4.50	\$ 31.00					19.2%	19.2%	NRC = 25.50 and Svc chr = 5.50
11	Usage Rates	GE 1.4.1(B)								19.2%	19.2%	
12	First 1,000 hours per month	GE 1.4.1(B)					\$ 0.98			19.2%	19.2%	Per hour-applicable to existing customers
13	Next 9,000 hours per month	GE 1.4.1(B)					\$ 0.34			19.2%	19.2%	Per hour-applicable to existing customers
14	Over 10,000 hours per mnth	GE 1.4.1(B)					\$ 0.24			19.2%	19.2%	Per hour-applicable to existing customers
15	Dedicated Subcenter Distribution Network									19.2%	19.2%	
16	First 1,000 hours per month	GE 1.4.2(B)					\$ 0.98			19.2%	19.2%	Per hour-applicable to existing customers
17	Next 9,000 hours per month	GE 1.4.2(B)					\$ 0.34			19.2%	19.2%	Per hour-applicable to existing customers
18	Over 10,000 hours per mnth	GE 1.4.2(B)					\$ 0.24			19.2%	19.2%	Per hour-applicable to existing customers
19										19.2%	19.2%	
20										19.2%	19.2%	
21	OBSOLETE CENTREX SERVICE	GE 2								19.2%	19.2%	
22	Obsolete Centrex Service Cust.									19.2%	19.2%	
23	Centrex II									19.2%	19.2%	
24	Primary Location Centrex Station									19.2%	19.2%	
25	- 30 station min. at each primary and secondary location									19.2%	19.2%	
26	- Main Station On Prem	GE 2.4.1.A	RXR	\$ 10.80						19.2%	19.2%	Grandfathered Termination Charge \$9,700
27	- Main Station On Prem	GE 2.4.1.A	RX2	\$ 10.80						19.2%	19.2%	
28			RFNAA	\$ 17.25						19.2%	19.2%	Grandfathered Each 30 stations
29	- Restricted Main Station On Prem		RX5	\$ 24.65						19.2%	19.2%	Grandfathered
30	- Restricted Main Station On Prem		RUV	\$ 24.65						19.2%	19.2%	
31	- Main Station Off Prem		RX3	\$ 5.95						19.2%	19.2%	Grandfathered
32	- Main Station Off Prem		RX4	\$ 5.95						19.2%	19.2%	
33			RFNAB	\$ 6.75						19.2%	19.2%	Grandfathered
34	- Restricted Main Station Off Prem		RX6	\$ 6.65						19.2%	19.2%	Grandfathered
35	- Restricted Main Station Off Prem		RVW	\$ 6.65						19.2%	19.2%	
36	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
37	Minimum charge, per system									19.2%	19.2%	
38										19.2%	19.2%	
39	Secondary Location Centrex Station (same CO)									19.2%	19.2%	
40	- 30 station min. at each primary and secondary location									19.2%	19.2%	
41	- Main Station On Prem	GE 2.4.1.B.1	RXR	\$ 10.80						19.2%	19.2%	Grandfathered Termination Charge \$12,250
42	- Main Station On Prem	GE 2.4.1.B.1	RX2	\$ 10.80						19.2%	19.2%	
43			RFNAA	\$ 17.25						19.2%	19.2%	Grandfathered Each 30 stations
44	- Restricted Main Station On Prem		RX5	\$ 24.65						19.2%	19.2%	Grandfathered
45	- Restricted Main Station On Prem		RUV	\$ 24.65						19.2%	19.2%	
46	- Main Station Off Prem		RX3	\$ 5.95						19.2%	19.2%	Grandfathered
47	- Main Station Off Prem		RX4	\$ 5.95						19.2%	19.2%	
48			RFNAB	\$ 6.75						19.2%	19.2%	Grandfathered
49	- Restricted Main Station Off Prem		RX6	\$ 6.65						19.2%	19.2%	Grandfathered
50	- Restricted Main Station Off Prem		RVW	\$ 6.65						19.2%	19.2%	
51	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
52	Minimum charge, per system									19.2%	19.2%	
53										19.2%	19.2%	
54	Secondary Location (Contiguous CO)									19.2%	19.2%	
55	- 30 station min. at each primary and secondary location									19.2%	19.2%	
56	- Main Station On Prem	GE 2.4.1.B.2	RXR	\$ 13.30						19.2%	19.2%	Grandfathered Termination Charge \$13,500

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

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
57	- Main Station On Prem	GE 2.4.1.B.2	RX2	\$ 13.30						19.2%	19.2%	
58			RFNAA	\$ 17.25						19.2%	19.2%	Grandfathered Each 30 stations
59	- Restricted Main Station On Prem		RX5	\$ 24.65						19.2%	19.2%	Grandfathered
60	- Restricted Main Station On Prem		RUV	\$ 24.65						19.2%	19.2%	
61	- Main Station Off Prem		RX3	\$ 8.45						19.2%	19.2%	Grandfathered
62	- Main Station Off Prem		RX4	\$ 8.45						19.2%	19.2%	
63			RFNAB	\$ 6.75						19.2%	19.2%	Grandfathered
64	- Restricted Main Station Off Prem		RX6	\$ 6.65						19.2%	19.2%	Grandfathered
65	- Restricted Main Station Off Prem		RVW	\$ 6.65						19.2%	19.2%	
66	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
67	Minimum charge, per system									19.2%	19.2%	
68										19.2%	19.2%	
69	Secondary Location (non-contiguous CO)									19.2%	19.2%	
70	- 30 station min. at each primary and secondary location									19.2%	19.2%	
71	- Main Station On Prem	GE 2.4.1.B.3	RXR	\$ 10.80						19.2%	19.2%	Grandfathered Termination Charge \$14,900
72	- Main Station On Prem	GE 2.4.1.B.3	RX2	\$ 10.80						19.2%	19.2%	
73			RFNAA	\$ 17.25						19.2%	19.2%	Grandfathered Each 30 stations
74	- Restricted Main Station On Prem		RX5	\$ 24.65						19.2%	19.2%	Grandfathered Req. 1
75	- Restricted Main Station On Prem		RUV	\$ 24.65						19.2%	19.2%	
76	- Main Station Off Prem		RX3	\$ 5.95						19.2%	19.2%	Grandfathered
77	- Main Station Off Prem		RX4	\$ 5.95						19.2%	19.2%	
78			RFNAB	\$ 6.75						19.2%	19.2%	Grandfathered
79	- Restricted Main Station Off Prem		RX6	\$ 6.65						19.2%	19.2%	Grandfathered
80	- Restricted Main Station Off Prem		RVW	\$ 6.65						19.2%	19.2%	
81	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
82	- Station Additive		1LVFS	\$ 4.00					\$ 0.80	19.2%	19.2%	Grandfathered
83	Minimum Charge, per system									19.2%	19.2%	
84										19.2%	19.2%	
85	Centrex III									19.2%	19.2%	
86	Primary Location									19.2%	19.2%	
87	- 30 station min. at each primary and secondary location									19.2%	19.2%	
88	- Main Station On Prem	GE 2.4.2.A.1	111NF	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$9,700
89			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
90	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered
91	- Main Station Off Prem		111NF	\$ 6.25						19.2%	19.2%	Grandfathered
92			DPS	\$ 0.55						19.2%	19.2%	Grandfathered
93	- Restricted Main Station Off Prem		DPR	\$ 6.40						19.2%	19.2%	Grandfathered
94	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
95	Minimum Charge, per system									19.2%	19.2%	
96										19.2%	19.2%	
97	Secondary Location (same CO)									19.2%	19.2%	
98	- 30 station min. at each primary and secondary location									19.2%	19.2%	
99	- Main Station On Prem	GE 2.4.2.A.2.a	11SSO	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$12,250
100			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
101	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered
102	- Main Station Off Prem		11SSO	\$ 6.25						19.2%	19.2%	Grandfathered
103			DPS	\$ 0.55						19.2%	19.2%	Grandfathered
104	- Restricted Main Station Off Prem		DPR	\$ 6.40						19.2%	19.2%	Grandfathered
105	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
106	Minimum Charge, per system									19.2%	19.2%	
107										19.2%	19.2%	
108	Secondary Location (contiguous CO)									19.2%	19.2%	
109	- 30 station min. at each primary and secondary location									19.2%	19.2%	
110	- Main Station On Prem	GE 2.4.2.A.2.b	11SCO	\$ 8.75						19.2%	19.2%	Grandfathered Termination Charge \$13,500
111			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
112	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
113	- Main Station Off Prem		11SCO	\$ 8.75						19.2%	19.2%	Grandfathered
114			DPS	\$ 0.55						19.2%	19.2%	Grandfathered
115	- Restricted Main Station Off Prem		DPR	\$ 6.40						19.2%	19.2%	Grandfathered
116	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
117	Minimum Charge, per system									19.2%	19.2%	
118										19.2%	19.2%	
119	Secondary Location (non-contiguous CO)									19.2%	19.2%	
120	- 30 station min. at each primary and secondary location									19.2%	19.2%	
121	- Main Station On Prem	GE 2.4.2.A.2.c	11SNC	\$ 6.25						19.2%	19.2%	Grandfathered Termination Charge \$14,900
122			STL	\$ 14.65						19.2%	19.2%	Grandfathered Each 30 stations
123	- Restricted Main Station On Prem		RST	\$ 20.50						19.2%	19.2%	Grandfathered
124	- Main Station Off Prem		11SNC	\$ 6.25						19.2%	19.2%	Grandfathered
125			DPS	\$ 0.55						19.2%	19.2%	Grandfathered
126	- Restricted Main Station Off Prem		DPR	\$ 6.40						19.2%	19.2%	Grandfathered
127	S&E Charge				\$ 28.50					19.2%	19.2%	Grandfathered
128	- Station Additive		1LVFS	\$ 4.00					\$ 0.80	19.2%	19.2%	Grandfathered
129	Minimum Charge, per system									19.2%	19.2%	
130										19.2%	19.2%	
131	Primary Location in Metro or Optional Exchange Svc Area	GE 2.5.1								19.2%	19.2%	
132	- Served by Local Exchange Service									19.2%	19.2%	Grandfathered *Applicable Tariff Rates
133	- Served by Optional Exchange Service, per main station		ZZOSL	\$ 3.85						19.2%	19.2%	Grandfathered
134										19.2%	19.2%	
135	Secondary Location in Metro or Optional Exchange Svc Area									19.2%	19.2%	
136	- Served by Local Exchange Service									19.2%	19.2%	Grandfathered *Applicable Tariff Rates
137	- Served by Optional Exchange Service, per main station		ZZOSL	\$ 3.85						19.2%	19.2%	Grandfathered
138										19.2%	19.2%	
139	Plus \$.80 per station per mile or fraction thereof.		1LVFS							19.2%	19.2%	
140	Minimum mileage charge charge, per station is \$4		1LVFS							19.2%	19.2%	
141										19.2%	19.2%	
142	Extended Area Service Arrangement									19.2%	19.2%	
143	- Primary Location									19.2%	19.2%	Grandfathered * Applicable Tariff Rates
144	- Secondary Location (in same exchange as primary loca)									19.2%	19.2%	Grandfathered * Applicable Tariff Rates
145	- Secondary Location (located in different exchange,									19.2%	19.2%	
146	of Extended Area Service Complex, than primary loca)									19.2%	19.2%	
147	- + .80 per station, per mile or fraction thereof.		1LVFS							19.2%	19.2%	
148	- Minimum mileage charge, per station is \$4		1LVFS							19.2%	19.2%	
149										19.2%	19.2%	
150	Optional Service Arrangements									19.2%	19.2%	
151	Tie Line Term	GE 2.7.1.C.2								19.2%	19.2%	
152	- with oper/CO Access, each		TLL	\$ 77.00	\$ 53.25					19.2%	19.2%	Grandfathered
153	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
154	- without oper/CO Access, each		TLN	\$ 69.45	\$ 53.25					19.2%	19.2%	Grandfathered
155	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
156	- Adv. P.L. Term, each	GE 2.7.1.D.2	PLS	\$ 143.50	\$ 38.25					19.2%	19.2%	Grandfathered
157	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
158	Service Est. Charge				\$ 540.00					19.2%	19.2%	Grandfathered
159	- Out WATS Term., each	GE 2.7.2	WLA	\$ 15.35	\$ 50.00					19.2%	19.2%	Grandfathered
160	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
161										19.2%	19.2%	
162	Network Access Terminals									19.2%	19.2%	
163	- Dial Access Term, each	GE 2.7.3.D.1	901	\$ 62.90	\$ 53.25					19.2%	19.2%	Grandfathered
164	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
165	- Manual Term, each		9CS	\$ 32.40	\$ 65.00					19.2%	19.2%	Grandfathered
166	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
167										19.2%	19.2%	
168	Net Access Term (Centrex)	GE 2.7.3.D.2								19.2%	19.2%	

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Missouri	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount		
	SWBT Service Name			Monthly Recurring						Recurring	Non-Recurring	Comments
169	- Dial Access Term (CTX)									19.2%	19.2%	
170	with multilevel access		DKB	\$ 90.20	\$ 150.00					19.2%	19.2%	Grandfathered
171	- Service and Equipment Charges				\$ 6.75					19.2%	19.2%	Grandfathered
172	without multilevel access		DKC	\$ 83.00	\$ 150.00					19.2%	19.2%	Grandfathered
173	- Service and Equipment Charges				\$ 6.75					19.2%	19.2%	Grandfathered
174	- Manual Access		BK1	\$ 36.10	\$ 50.00					19.2%	19.2%	Grandfathered
175	- Service and Equipment Charges				\$ 6.75					19.2%	19.2%	Grandfathered
176	- Attendant Arrangement	GE 2.7.3.D.3	DKR	\$ 19.40	\$ 25.00					19.2%	19.2%	Grandfathered
177	- Service and Equipment Charges				\$ 6.75					19.2%	19.2%	Grandfathered
178										19.2%	19.2%	
179	Optional Features									19.2%	19.2%	
180	- Additional Listed # group	GE 2.9.1								19.2%	19.2%	
181	2nd Group up to 500		LPEX2	\$ 218.20						19.2%	19.2%	Grandfathered
182	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
183	2nd Group over 500		LPEX3	\$ 327.20						19.2%	19.2%	Grandfathered
184	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
185	3rd Group up to 500		LPSX2	\$ 366.25						19.2%	19.2%	Grandfathered
186	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
187	3rd Group over 500		LPSX3	\$ 615.55						19.2%	19.2%	Grandfathered
188	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
189	4th Group up to 500		LPGX2	\$ 475.25						19.2%	19.2%	Grandfathered
190	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
191	4th Group over 500		LPGX3	\$ 794.80						19.2%	19.2%	Grandfathered
192	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
193	5th Group up to 500		LPHX2	\$ 623.35						19.2%	19.2%	Grandfathered
194	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
195	5th Group over 500		LPHX3	\$ 1,012.85						19.2%	19.2%	Grandfathered
196	S&E Charge				\$ 9.50					19.2%	19.2%	Grandfathered
197	- Attendant Conference Arrangement	GE 2.9.1	RKT	\$ 177.45	\$ 4.00					19.2%	19.2%	Grandfathered
198	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
199	- Attendant Control of Facilities		TGC	\$ 4.70	\$ 15.00					19.2%	19.2%	Grandfathered
200	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
201	Inst/Move Chg.				\$ 45.00					19.2%	19.2%	Grandfathered
202	- Additional key control		TGD	\$ 4.70	\$ 15.00					19.2%	19.2%	Grandfathered
203	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
204	Inst/Move Chg.				\$ 45.00					19.2%	19.2%	Grandfathered
205	- Auto Callback									19.2%	19.2%	
206	Common Equipment		ACY	\$ 31.50	\$ 180.00					19.2%	19.2%	Grandfathered
207	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
208	SEC				\$ 410.00					19.2%	19.2%	Grandfathered
209	Per Main Station		SAK	\$ 2.50	\$ 4.00					19.2%	19.2%	Grandfathered
210	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
211	- ARS	GE 2.9.1								19.2%	19.2%	
212	Common Equip., per arrg.	GE 2.9.1.A	ART	\$ 8.50	\$ 35.00					19.2%	19.2%	Grandfathered
213	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
214	Service Establishment Charge				\$ 1,650.00					19.2%	19.2%	Grandfathered
215	Fac. term. in patterns, EACH		AR5	\$ 0.35	\$ 55.00					19.2%	19.2%	Grandfathered
216	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
217	- Route Sel. Patterns									19.2%	19.2%	
218	by NPA, w/route to:	GE 2.9.1.A.1								19.2%	19.2%	
219	- Telecom. network, per pat.	GE 2.9.1.A.1.a	AR9	\$ 3.50	\$ 75.00					19.2%	19.2%	Grandfathered
220	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
221	- Overflow tone, per pat.	GE 2.9.1.A.1.b	ARG	\$ 6.70	\$ 75.00					19.2%	19.2%	Grandfathered
222	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
223	- Route Sel. Patterns									19.2%	19.2%	
224	by NPA & CO Code route to:									19.2%	19.2%	

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1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
225	- Telecom. network per pat.	GE 2.9.1.A.2.a	ARH	\$ 5.95	\$ 160.00					19.2%	19.2%	Grandfathered
226	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
227	- Overflow tone, per pat.	GE 2.9.1.A.2.b	ARK	\$ 9.15	\$ 160.00					19.2%	19.2%	Grandfathered
228	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
229	- Add/delete codes within	GE 2.9.1.B.1								19.2%	19.2%	
230	same pattern, per pattern				\$ 55.00					19.2%	19.2%	Grandfathered
231	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
232	- Change overflow from tone	GE 2.9.1.B.2								19.2%	19.2%	
233	to network/visa-versa				\$ 55.00					19.2%	19.2%	Grandfathered
234	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
235	ARS									19.2%	19.2%	
236	- Tape sum. per occasion	GE 2.9.1								19.2%	19.2%	
237	1st 10,000 calls		ARXTP		\$ 1,350.00					19.2%	19.2%	Grandfathered
238	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
239	Each additional 1000 calls				\$ 38.50					19.2%	19.2%	Grandfathered
240										19.2%	19.2%	
241	- Manual input, per occasion	GE 2.9.1								19.2%	19.2%	
242	1st 10,000 calls		ARXMP		\$ 1,200.00					19.2%	19.2%	Grandfathered
243	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
244	Each additional 1000 calls				\$ 23.75					19.2%	19.2%	Grandfathered
245	Busy Verif. Tie Trunks	GE 2.9.1								19.2%	19.2%	
246	- per system		B24	\$ 3.75	\$ 39.75					19.2%	19.2%	Grandfathered
247	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
248	- per trunk		B25	\$ 0.75						19.2%	19.2%	Grandfathered
249	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
250	Call Forwarding-Busy Line									19.2%	19.2%	
251	- per station		E6G	\$ 0.15	\$ 4.00					19.2%	19.2%	Grandfathered
252	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
253	Call Forwarding-Don't Answer									19.2%	19.2%	
254	- per station		E9G	\$ 1.40	\$ 4.00					19.2%	19.2%	Grandfathered
255	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
256	- Change Ringing Cycle				\$ 6.75					19.2%	19.2%	Grandfathered
257	Call Forwarding Over Private									19.2%	19.2%	
258	Facilities									19.2%	19.2%	
259	- Common Equipment, per system		EAY	\$ 90.60	\$ 1.50					19.2%	19.2%	Grandfathered
260	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
261	SEC				\$ 399.00					19.2%	19.2%	Grandfathered
262	- Per Main Station		EAP	\$ 3.90	\$ 1.50					19.2%	19.2%	Grandfathered
263	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
264	- Reminder Ring, per station									19.2%	19.2%	
265	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
266	Call Forwarding-Variable									19.2%	19.2%	
267	- per station		EAT	\$ 0.30	\$ 4.00					19.2%	19.2%	Grandfathered
268	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
269	Call Hold/Call Pick Up									19.2%	19.2%	
270	- per station		EA2	\$ 0.65	\$ 4.00					19.2%	19.2%	Grandfathered
271	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
272	Call Transfer All Calls,									19.2%	19.2%	
273	Consultation Call All Calls									19.2%	19.2%	
274	and 3-Way Calling									19.2%	19.2%	
275	- per 100 stations		E2H	\$ 46.80						19.2%	19.2%	Grandfathered
276	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
277										19.2%	19.2%	
278	Cancel C/W, per sys				\$ 104.50					19.2%	19.2%	Grandfathered
279	Call Waiting-Terminating									19.2%	19.2%	
280	- per station		ESX	\$ 0.85	\$ 4.00					19.2%	19.2%	Grandfathered

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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
281	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
282	Cancel C/W, per sys				\$ 104.50					19.2%	19.2%	Grandfathered
283	Call Waiting-Intragroup									19.2%	19.2%	
284	- per system		E6N	\$ 1.25	\$ 4.00					19.2%	19.2%	Grandfathered
285	- per station		E6N	\$ 1.25	\$ 4.00					19.2%	19.2%	Grandfathered
286	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
287	Call Waiting-Originating									19.2%	19.2%	
288	- per station		ESZ	\$ 0.20	\$ 4.00					19.2%	19.2%	Grandfathered
289	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
290	Circle Hunt, per term.		EH6	\$ 0.60	\$ 4.00					19.2%	19.2%	Grandfathered
291	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
292	Code Call Access Arrangement		CCX	\$ 88.60	\$ 72.75					19.2%	19.2%	Grandfathered
293	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
294	Conference Calling Arrangement		EMC	\$ 112.30	\$ 4.00					19.2%	19.2%	Grandfathered
295	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
296	Conference Calling Sta. Line Arrangement		EAN		\$ 4.00					19.2%	19.2%	Grandfathered
297	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
298	Dial Call Waiting per line		E6C	\$ 0.25	\$ 4.00					19.2%	19.2%	Grandfathered
299	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
300	Dial thru Attendant, per location		THD	\$ 1.00	\$ 0.25					19.2%	19.2%	Grandfathered
301	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
302	Dictation Access		RC8	\$ 38.40						19.2%	19.2%	Grandfathered
303	Directed call pickup									19.2%	19.2%	
304	-per station		DMA	\$ 0.05	\$ 0.50					19.2%	19.2%	Grandfathered
305	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
306	Dist. ringing/Call									19.2%	19.2%	
307	Waiting Tone									19.2%	19.2%	
308	- Comm Equipment		DRR	\$ 19.55	\$ 180.00					19.2%	19.2%	Grandfathered
309	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
310	SEC				\$ 120.00					19.2%	19.2%	Grandfathered
311	- Class B Ringing Tone, per station		BRT	\$ 1.50	\$ 4.00					19.2%	19.2%	Grandfathered
312	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
313	- Class C Tone, per station		ODT	\$ 1.50	\$ 4.00					19.2%	19.2%	Grandfathered
314	equipped w/CW-originating or Dial Call Waiting											
315	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
316	- Class C Ringing Tone									19.2%	19.2%	
317	per preempt. SCAN term		CCN	\$ 0.70	\$ 1.75					19.2%	19.2%	Grandfathered
318	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
319										19.2%	19.2%	
320	ELECTRIC TANDEM SWITCHING									19.2%	19.2%	
321	- ARS-Deluxe	GE 2.9.1.C.1								19.2%	19.2%	
322	Common Equipment	GE 2.9.1.C.1	ASH	\$ 162.25	\$ 1,300.00					19.2%	19.2%	Grandfathered
323	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
324	Service Establishment Charge				\$ 3,950.00					19.2%	19.2%	Grandfathered
325	- Route Selection Pattern									19.2%	19.2%	
326	per facility		ASJ	\$ 2.60						19.2%	19.2%	Grandfathered
327	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
328	- By NPA Code		ASK	\$ 2.95	\$ 26.25					19.2%	19.2%	Grandfathered
329	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
330	- By NPA Codes & CO Codes		ASO	\$ 5.75	\$ 108.50					19.2%	19.2%	Grandfathered
331	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
332	- Arrangement for additional pattern									19.2%	19.2%	
333	groups for Time-of-Day Rtg		ASZ	\$ 7.45	\$ 266.00					19.2%	19.2%	Grandfathered
334	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
335	Additions and Changes									19.2%	19.2%	
336	- Additions, deletions,									19.2%	19.2%	

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Missouri	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount		Comments
	SWBT Service Name			Monthly Recurring						Recurring	Non-Recurring	
337	changes, per pattern		RCHAP		\$ 26.25					19.2%	19.2%	Grandfathered
338	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
339	- Additional patterns									19.2%	19.2%	
340	- Additions/deletions of a									19.2%	19.2%	
341	facility to exist. route									19.2%	19.2%	Grandfathered
342	- Additions/changes in NPA or CO									19.2%	19.2%	
343	Code, per code, per pattern		RCHAC		\$ 20.25					19.2%	19.2%	Grandfathered
344	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
345	- Additions/deletions/changes									19.2%	19.2%	
346	for time-of-day routing intervals		RCHAT		\$ 32.00					19.2%	19.2%	Grandfathered
347	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
348										19.2%	19.2%	
349	- Customer Adm. & Control	GE 2.9.1.C.2								19.2%	19.2%	
350	- Common Equipment		CAX	\$ 609.65	\$ 865.00					19.2%	19.2%	Grandfathered
351	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
352	Service Establishment Charge				\$ 461.00					19.2%	19.2%	Grandfathered
353	- Fac. Adm. & Control Com. Eq.		FA2	\$ 152.95	\$ 175.00					19.2%	19.2%	Grandfathered
354	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
355	Service Establishment Charge				\$ 3,150.00					19.2%	19.2%	Grandfathered
356	- Traffic Data to Customer									19.2%	19.2%	
357	Common Equipment		PTA	\$ 145.80	\$ 184.50					19.2%	19.2%	Grandfathered
358	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
359	Service Establishment Charge				\$ 8,900.00					19.2%	19.2%	Grandfathered
360	- per queue equipped		PTU	\$ 1.95	\$ 43.25					19.2%	19.2%	Grandfathered
361	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
362	- per facility group equipped		PTY	\$ 5.00	\$ 43.25					19.2%	19.2%	Grandfathered
363	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
364	212A DATAPHONE Data Set, each		D2C	\$ 35.35	\$ 45.25					19.2%	19.2%	Grandfathered
365	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
366	- DELUXE QUEUING	GE 2.9.1.C.3								19.2%	19.2%	
367	- Common Equipment		QDC	\$ 71.90	\$ 284.50					19.2%	19.2%	Grandfathered
368	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
369	Service Establishment Charge				\$ 2,000.00					19.2%	19.2%	Grandfathered
370	- Queue									19.2%	19.2%	
371	- per facility group		QDF	\$ 0.63	\$ 73.00					19.2%	19.2%	Grandfathered
372	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
373	- Queue Slots, off hook									19.2%	19.2%	
374	queue slot with									19.2%	19.2%	
375	- Rec. Announcement		QDA	\$ 21.25						19.2%	19.2%	Grandfathered
376	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
377	- Music		QDM	\$ 18.70						19.2%	19.2%	Grandfathered
378	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
379	- Ring Back Queue Slots		QDR	\$ 10.90						19.2%	19.2%	Grandfathered
380	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
381	- Recorded Announcement									19.2%	19.2%	
382	- Common Equipment		QDE	\$ 81.10	\$ 38.75					19.2%	19.2%	Grandfathered
383	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
384	- Music-on-Queue		OTD	\$ 90.95	\$ 38.75					19.2%	19.2%	Grandfathered
385	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
386	plus chan between CO eq. & music source @ prem.									19.2%	19.2%	applicable P.L. mileage charge
387										19.2%	19.2%	
388	- Changes									19.2%	19.2%	
389	- RBQ to OHQ/vice-versa		RCHQ1		\$ 31.75					19.2%	19.2%	Grandfathered
390	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
391	- Change in qty of Queue Slots									19.2%	19.2%	
392	per queue		RCHQ2		\$ 31.75					19.2%	19.2%	Grandfathered

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393	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
394	- Change in queue threshold									19.2%	19.2%	
395	time, per queue		RCHQ3		\$ 31.75					19.2%	19.2%	Grandfathered
396	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
397	- Change in Recorded Announcement		RCHQ4		\$ 31.75					19.2%	19.2%	Grandfathered
398	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
399	- Change in post queue rtg.									19.2%	19.2%	
400	per queue		RCHQ5		\$ 31.75					19.2%	19.2%	Grandfathered
401	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
402										19.2%	19.2%	
403	- Electronic Tandem Switching	GE 2.9.1.C.4	ETX	\$ 42.90	\$ 73.50					19.2%	19.2%	Grandfathered
404	Tie Line Term, EACH									19.2%	19.2%	
405	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
406	- Facilities Restriction Levels									19.2%	19.2%	
407	Centrex Station or incoming or									19.2%	19.2%	
408	two-way tie line term EACH	GE 2.9.1.C.5	FRK00	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
409			FRK01	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
410			FRK02	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
411			FRK03	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
412			FRK04	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
413			FRK05	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
414			FRK06	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
415			FRK07	\$ 0.05	\$ 4.50					19.2%	19.2%	Grandfathered
416	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
417	- Authorization Codes									19.2%	19.2%	
418	Common Equipment		AUA	\$ 169.90	\$ 715.00					19.2%	19.2%	Grandfathered
419	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
420	Service Establishment Charge				\$ 6,500.00					19.2%	19.2%	Grandfathered
421	- Authorization Codes, per 100									19.2%	19.2%	
422	codes or fraction thereof		AUS	\$ 1.65	\$ 21.25					19.2%	19.2%	Grandfathered
423	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
424										19.2%	19.2%	
425	- Per Facility terminated in									19.2%	19.2%	
426	ARS-D or UN/AAR patterns									19.2%	19.2%	
427	EACH		AUF	\$ 2.65						19.2%	19.2%	Grandfathered
428	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
429	- Changes									19.2%	19.2%	
430	- Changes in FRL per station									19.2%	19.2%	
431	incoming or two-way tie line									19.2%	19.2%	
432	termination, EACH		FRK00		\$ 4.50					19.2%	19.2%	Grandfathered
433			FRK01		\$ 4.50					19.2%	19.2%	Grandfathered
434			FRK02		\$ 4.50					19.2%	19.2%	Grandfathered
435			FRK03		\$ 4.50					19.2%	19.2%	Grandfathered
436			FRK04		\$ 4.50					19.2%	19.2%	Grandfathered
437			FRK05		\$ 4.50					19.2%	19.2%	Grandfathered
438			FRK06		\$ 4.50					19.2%	19.2%	Grandfathered
439			FRK07		\$ 4.50					19.2%	19.2%	Grandfathered
440	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
441	- Change in a single Auth Code									19.2%	19.2%	
442	and/or associated FRL where									19.2%	19.2%	
443	Telephone Co svc order activity									19.2%	19.2%	
444	is required, EACH		RCHFA		\$ 1.50					19.2%	19.2%	Grandfathered
445	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
446	- Station Message Detail									19.2%	19.2%	
447	- Recording to Premises									19.2%	19.2%	
448	- Central Office Equipment									19.2%	19.2%	

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1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
449	- Common Equip. EACH	GE 2.9.1.C.6.a.1	MDR	\$ 709.90	\$ 327.50					19.2%	19.2%	Grandfathered
450	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
451	Service Establishment Charge				\$ 3,850.00					19.2%	19.2%	Grandfathered
452	- Per facility terminated in									19.2%	19.2%	
453	ARS-D or UN/AAR patterns									19.2%	19.2%	
454	when system is equipped for									19.2%	19.2%	
455	originating records, EACH		MDX	\$ 5.35	\$ 5.00					19.2%	19.2%	Grandfathered
456	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
457	- Per tie line facility equipped									19.2%	19.2%	
458	for terminating records, EACH		MDT	\$ 0.50	\$ 5.00					19.2%	19.2%	Grandfathered
459	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
460	- 201C DataPhone Data Set									19.2%	19.2%	
461	EACH		24V++	\$ 54.65	\$ 95.25					19.2%	19.2%	Grandfathered
462	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
463	- Station Message Detail									19.2%	19.2%	
464	Recording to Premises									19.2%	19.2%	
465	- Additions and Changes									19.2%	19.2%	
466	- SMDR-P records-									19.2%	19.2%	
467	change from recording completed									19.2%	19.2%	
468	calls only to calls attempted									19.2%	19.2%	
469	or vice versa, per system		RCHMC		\$ 19.00					19.2%	19.2%	Grandfathered
470	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
471	- Change in status of all									19.2%	19.2%	
472	station lines in No. 1 ESS									19.2%	19.2%	
473	customer group or individual									19.2%	19.2%	
474	facility from 'records-not-									19.2%	19.2%	
475	required' to 'records-required'		RCHMF		\$ 2.50					19.2%	19.2%	Grandfathered
476	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
477										19.2%	19.2%	Grandfathered
478	- Uniform Numbering/									19.2%	19.2%	
479	Automatic Alternate Routing									19.2%	19.2%	
480	- Common Equipment	GE 2.9.1.C.7	UNR	\$ 414.60	\$ 1,500.00					19.2%	19.2%	Grandfathered
481	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
482	Service Establishment Charge				\$ 7,050.00					19.2%	19.2%	Grandfathered
483	- Route Selection Patterns									19.2%	19.2%	Grandfathered
484	- Per UN/AAR pattern		UNP	\$ 3.15	\$ 26.25					19.2%	19.2%	Grandfathered
485	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
486	- Per tie line terminated in									19.2%	19.2%	
487	UN/AAR and/or ARS-D									19.2%	19.2%	
488	pattern(s)		UNF	\$ 2.45						19.2%	19.2%	Grandfathered
489	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
490	- Per facility for Automatic									19.2%	19.2%	
491	Overflow to DDD		UNO	\$ 45.40	\$ 6.75					19.2%	19.2%	Grandfathered
492	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
493										19.2%	19.2%	
494	- Additions and Changes									19.2%	19.2%	
495	- Additions, deletions or									19.2%	19.2%	
496	changes of routes or									19.2%	19.2%	
497	associated FRL's in existing									19.2%	19.2%	
498	patterns, per pattern		RCHUP		\$ 26.25					19.2%	19.2%	Grandfathered
499	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
500	- Additions of patterns,									19.2%	19.2%	
501	per pattern			\$ 3.15	\$ 26.25					19.2%	19.2%	Grandfathered
502	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
503	- Addition or deletion of a									19.2%	19.2%	

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504	facility to an existing route									19.2%	19.2%	Grandfathered
505	- Additions or changes in									19.2%	19.2%	
506	'on-network' location code									19.2%	19.2%	
507	routing, per code		RCHUC		\$ 32.00					19.2%	19.2%	Grandfathered
508	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
509	- Flexible Incoming Call Restriction									19.2%	19.2%	
510	Per one or group of station									19.2%	19.2%	
511	lines activated by the same									19.2%	19.2%	
512	arrangement	GE 2.9.1	FRG	\$ 2.75	\$ 0.25					19.2%	19.2%	Grandfathered
513	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
514	- per station		FRA	\$ 0.05						19.2%	19.2%	Grandfathered
515	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
516	Outgoing Trunk Queuing									19.2%	19.2%	
517	WATS - Phase I									19.2%	19.2%	
518	- Common Equipment, EACH		OTQ	\$ 54.65	\$ 240.00					19.2%	19.2%	Grandfathered
519	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
520	- Queue, EACH		OTT	\$ 3.35	\$ 45.00					19.2%	19.2%	Grandfathered
521	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
522	- Queue Slot, EACH		OTU	\$ 49.30	\$ 20.00					19.2%	19.2%	Grandfathered
523	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
524										19.2%	19.2%	
525	Optional Features									19.2%	19.2%	
526	- Attendant Key Control									19.2%	19.2%	
527	Common Equipment									19.2%	19.2%	
528	- Inhibit Inflow, EACH		OTA	\$ 2.65						19.2%	19.2%	Grandfathered
529	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
530	- Inhibit Outflow, EACH		OTB	\$ 2.65	\$ 1.25					19.2%	19.2%	Grandfathered
531	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
532	- Control Channel, EACH									19.2%	19.2%	Grandfathered
533										19.2%	19.2%	Grandfathered
534	- Changes and Rearrangements									19.2%	19.2%	Grandfathered
535	- Common Equipment				\$ 90.00					19.2%	19.2%	Grandfathered
536	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
537										19.2%	19.2%	
538	- Quantity of Queue Slots, EACH				\$ 90.00					19.2%	19.2%	Grandfathered
539	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
540	- Queue Threshold Time Limit				\$ 90.00					19.2%	19.2%	Grandfathered
541	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
542	- Inhibit Inflow, EACH				\$ 90.00					19.2%	19.2%	Grandfathered
543	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
544	- Inhibit Outflow, EACH				\$ 90.00					19.2%	19.2%	Grandfathered
545	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
546	- Silence on Queue				\$ 55.00					19.2%	19.2%	Grandfathered
547	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
548	- Change in Overflow Arrangement		NRCOF		\$ 90.00					19.2%	19.2%	Grandfathered
549	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
550	- Priority, per station		NRCOP		\$ 4.00					19.2%	19.2%	Grandfathered
551	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
552										19.2%	19.2%	
553	Paging Access Arrangement		55N	\$ 28.80						19.2%	19.2%	Grandfathered
554										19.2%	19.2%	
555	Preferential Hunt, per list		EH8	\$ 1.35	\$ 4.00					19.2%	19.2%	Grandfathered
556	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
557										19.2%	19.2%	
558	Remote Access Capability									19.2%	19.2%	
559	- Common Equipment									19.2%	19.2%	

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560	per Remote Access path		RAUCX	\$ 40.85	\$ 4.00					19.2%	19.2%	Grandfathered
561	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
562	- Changes									19.2%	19.2%	
563	- To change or delete security									19.2%	19.2%	
564	access code, per Remote									19.2%	19.2%	
565	Access Path				\$ 4.00					19.2%	19.2%	Grandfathered
566										19.2%	19.2%	
567	Remote Test Verification System									19.2%	19.2%	
568	- Per system		SXK	\$ 100.00	\$ 900.00					19.2%	19.2%	Grandfathered
569	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
570	Service Establishment Charge				\$ 1,300.00					19.2%	19.2%	Grandfathered
571	- Per station arranged to test		SXT		\$ 4.00					19.2%	19.2%	Grandfathered
572	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
573	Selected Customer Control									19.2%	19.2%	
574	of Facilities									19.2%	19.2%	
575	- Common Equipment, per system		SFY	\$ 2.45	\$ 51.00					19.2%	19.2%	Grandfathered
576	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
577	- Access Denial, per									19.2%	19.2%	
578	facility group denied		SFF	\$ 5.85	\$ 16.75					19.2%	19.2%	Grandfathered
579	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
580										19.2%	19.2%	
581	Simplified Message Desk Interface									19.2%	19.2%	
582	- Per system		AML	\$ 101.00	\$ 373.50					19.2%	19.2%	Grandfathered
583	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
584	- Per station arranged to									19.2%	19.2%	
585	access the message desk		ANZ		\$ 4.00					19.2%	19.2%	Grandfathered
586	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
587	Speed Calling - Six Codes									19.2%	19.2%	
588	- Per speed cld arrangmnt		EST	\$ 0.30	\$ 0.50					19.2%	19.2%	Grandfathered
589	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
590	Speed Calling - Six Codes									19.2%	19.2%	
591	- Per speed cld arrangmnt		ESTC6	\$ 0.30	\$ 0.50					19.2%	19.2%	Grandfathered
592	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
593										19.2%	19.2%	
594	Speed Calling - 30 Codes									19.2%	19.2%	
595	- Per speed calling arrangement		ESF	\$ 1.20	\$ 0.50					19.2%	19.2%	Grandfathered
596	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
597	Speed Calling - 30 Codes									19.2%	19.2%	
598	- Per speed calling arrangement		ESFC3	\$ 1.20	\$ 0.50					19.2%	19.2%	Grandfathered
599	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
600										19.2%	19.2%	
601	Speed Calling Access									19.2%	19.2%	
602	- Per station line		E3G	\$ 0.25						19.2%	19.2%	Grandfathered
603	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
604	Split Service Offering									19.2%	19.2%	
605	- Per addl common block, EACH		EBS	\$ 8.80	\$ 120.00					19.2%	19.2%	Grandfathered
606	S&E Charge				\$ 6.75					19.2%	19.2%	Grandfathered
607										19.2%	19.2%	
608	Sta Dial Code Screen,									19.2%	19.2%	
609	per sta. eqipped, each		SCR	\$ 0.15						19.2%	19.2%	Grandfathered
610	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
611	Screening Arrgmt. I,									19.2%	19.2%	
612	Per group of stations		SCW	\$ 65.05						19.2%	19.2%	Grandfathered
613	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
614	Per NPA, each		SCY	\$ 3.30						19.2%	19.2%	Grandfathered
615	S&E				\$ 6.75					19.2%	19.2%	Grandfathered

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
616	Screening Arrgmt. II									19.2%	19.2%	
617	Per Group of stations		SCZ	\$ 65.05						19.2%	19.2%	Grandfathered
618	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
619	Per NPA, each		SC1	\$ 3.30						19.2%	19.2%	Grandfathered
620	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
621	Additions/Rearrgmts									19.2%	19.2%	
622	Additions/Deletions to									19.2%	19.2%	
623	each NPA or CO									19.2%	19.2%	
624	Code Group				\$ 293.00					19.2%	19.2%	Grandfathered
625	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
626	Sta Rearrgmt from 1									19.2%	19.2%	
627	screening arrgmt to									19.2%	19.2%	
628	another, per sta or grp									19.2%	19.2%	
629	Without Sta No. Chg.				\$ 273.00					19.2%	19.2%	Grandfathered
630	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
631	With Sta. No. Chg.				\$ 273.00					19.2%	19.2%	Grandfathered
632	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
633										19.2%	19.2%	
634	Station Messaging									19.2%	19.2%	
635	Detail Recording									19.2%	19.2%	
636	Common Equipment,									19.2%	19.2%	
637	Per location		CMM	\$ 224.60						19.2%	19.2%	Grandfathered
638	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
639	Facility group, each		CMW							19.2%	19.2%	
640	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
641	SMDR, per message			\$ 0.02						19.2%	19.2%	Grandfathered
642										19.2%	19.2%	
643	Line Equipment									19.2%	19.2%	
644	Per tie line		CMT	\$ 5.05						19.2%	19.2%	Grandfathered
645	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
646	SEC				\$ 260.00					19.2%	19.2%	Grandfathered
647	Per FX line		CMQ	\$ 5.05						19.2%	19.2%	Grandfathered
648	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
649	SEC				\$ 260.00					19.2%	19.2%	Grandfathered
650										19.2%	19.2%	
651	Sta. Toll Diversion,									19.2%	19.2%	
652	per station line or tie line		ETA	\$ 0.85	\$ 4.00					19.2%	19.2%	Grandfathered
653	S&E				\$ 6.75					19.2%	19.2%	
654	Sta. Toll Restriction,									19.2%	19.2%	
655	per station line or tie									19.2%	19.2%	
656	line		ETB	\$ 0.95	\$ 4.00					19.2%	19.2%	Grandfathered
657	S&E				\$ 6.75					19.2%	19.2%	
658	TouchTone Calling		TDN	\$ 0.15						19.2%	19.2%	Grandfathered
659	S&E				\$ 7.75					19.2%	19.2%	
660	UCD, per station		EH7	\$ 0.25						19.2%	19.2%	Grandfathered
661	S&E				\$ 6.75					19.2%	19.2%	
662	UCD optional features									19.2%	19.2%	
663	Make Busy Arrgmt.									19.2%	19.2%	
664	Per Group		A9A	\$ 2.60	\$ 0.25					19.2%	19.2%	Grandfathered
665	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
666	Per Station		A6G	\$ 2.60	\$ 0.25					19.2%	19.2%	Grandfathered
667	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
668	Queueing									19.2%	19.2%	
669	Common Equipment		A8A	\$ 0.95	\$ 0.50					19.2%	19.2%	Grandfathered
670	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
671	Per Sta. line arranged		A82	\$ 2.65						19.2%	19.2%	Grandfathered

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
672	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
673	Queue Slot, each		A83RA	\$ 0.30						19.2%	19.2%	Grandfathered
674	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
675	Line Additive for									19.2%	19.2%	
676	incoming call queue,									19.2%	19.2%	
677	each		A6Z	\$ 40.80						19.2%	19.2%	Grandfathered
678	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
679	Sta. Exchange Acc.		A6W	\$ 22.20						19.2%	19.2%	Grandfathered
680	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
681	Sta. Intercom Acc.		A6Y	\$ 13.20						19.2%	19.2%	Grandfathered
682	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
683	Call Wait indication,									19.2%	19.2%	
684	each		A66CE	\$ 4.80	\$ 0.25					19.2%	19.2%	Grandfathered
685	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
686	Delay Announcement		A8GCE	\$ 81.10	\$ 0.25					19.2%	19.2%	Grandfathered
687	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
688	Per Announcement									19.2%	19.2%	
689	work		A8GAT	\$ 11.05	\$ 0.50					19.2%	19.2%	Grandfathered
690	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
691	Per Station		A8GST	\$ 2.25						19.2%	19.2%	Grandfathered
692	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
693										19.2%	19.2%	
694	Centrex Attd. Pos.	GE 2.10.1								19.2%	19.2%	
695	Attd. Acc. line, with									19.2%	19.2%	
696	attd. telephone		EAK	\$ 61.25						19.2%	19.2%	Grandfathered
697	S&E				\$ 28.50					19.2%	19.2%	Grandfathered
698	50A Console	GE 2.10.1.A								19.2%	19.2%	
699	121 type		CXK	\$ 126.20	\$ 1,100.00					19.2%	19.2%	Grandfathered
700	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
701										19.2%	19.2%	
702	131 type		CXD	\$ 204.85	\$ 1,250.00					19.2%	19.2%	Grandfathered
703	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
704										19.2%	19.2%	
705	151 type		CYX	\$ 219.50	\$ 1,450.00					19.2%	19.2%	Grandfathered
706	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
707	Attd. Acc. Line									19.2%	19.2%	
708	Cust. Acc. Ln., each		EAU	\$ 10.60	\$ 11.00					19.2%	19.2%	Grandfathered
709	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
710	CO Equipment, each		EAR	\$ 65.30						19.2%	19.2%	Grandfathered
711	Station Line Busy				\$ 28.50					19.2%	19.2%	Grandfathered
712	Indication, ea 25 stas		CX6	\$ 21.65	\$ 121.50					19.2%	19.2%	Grandfathered
713	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
714	Trunk Grp Bsy Arrg.									19.2%	19.2%	
715	CPE, per trunk grp		EAW	\$ 2.15	\$ 25.25					19.2%	19.2%	Grandfathered
716	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
717	CO equip. per trk grp		EAX	\$ 8.25						19.2%	19.2%	Grandfathered
718	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
719	Pos. Busy Feature,									19.2%	19.2%	
720	per console		CXJ	\$ 3.70						19.2%	19.2%	Grandfathered
721	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
722	Change faceplate		FPC+X		\$ 141.50					19.2%	19.2%	Grandfathered
723	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
724										19.2%	19.2%	
725	51A Console	GE 2.10.1.B								19.2%	19.2%	
726	Prim Com. Eq. each		ED5	\$ 380.60	\$ 8,500.00					19.2%	19.2%	Grandfathered
727	S&E				\$ 6.25					19.2%	19.2%	Grandfathered

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1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Missouri			SWBT Retail Price						SWBT Wholesale Offered Discount		
	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
728	Central Office, each		EDK	\$ 122.25						19.2%	19.2%	Grandfathered
729	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
730	Add'l Com Eq., each		ED6	\$ 73.55	\$ 305.50					19.2%	19.2%	Grandfathered
731	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
732	Attnd. Console, 27A									19.2%	19.2%	
733	CPE		ED7	\$ 116.65	\$ 342.00					19.2%	19.2%	Grandfathered
734	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
735	CO equip.		EDD	\$ 31.60						19.2%	19.2%	Grandfathered
736	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
737	Attnd. Console, 47A									19.2%	19.2%	
738	CPE		ED4	\$ 124.70	\$ 458.00					19.2%	19.2%	Grandfathered
739	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
740	CO equip.		EED	\$ 34.20						19.2%	19.2%	Grandfathered
741	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
742	Attd. Acc. Line, each		EDA	\$ 21.45						19.2%	19.2%	Grandfathered
743	S&E				\$ 28.50					19.2%	19.2%	Grandfathered
744	Lamp multiple unit		EDG	\$ 28.90	\$ 278.00					19.2%	19.2%	Grandfathered
745	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
746	Attd. Trk Term.									19.2%	19.2%	
747	CPE		EAV	\$ 10.65	\$ 278.00					19.2%	19.2%	Grandfathered
748	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
749	CO equipment		EDF	\$ 40.70						19.2%	19.2%	Grandfathered
750	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
751	Pos bsy feature, per console		CXJ	\$ 3.70						19.2%	19.2%	Grandfathered
752	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
753	Trk Grp. Bsy Arrgmt									19.2%	19.2%	
754	CPE		EDJ	\$ 26.40	\$ 281.50					19.2%	19.2%	Grandfathered
755	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
756	CO Equipment		EAX	\$ 8.25						19.2%	19.2%	Grandfathered
757	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
758	Change Faceplate		FPC+X		\$ 141.50					19.2%	19.2%	Grandfathered
759	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
760										19.2%	19.2%	
761	50B Console	GE 2.10.1.C								19.2%	19.2%	
762	SEC				\$ 1,750.00					19.2%	19.2%	Grandfathered
763	Elect Attd. Console		ECB++	\$ 356.45	\$ 610.00					19.2%	19.2%	Grandfathered
764	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
765	Elect. Attd. Console, with DSS/bsy lp., ea.		ECG++	\$ 429.30	\$ 610.00					19.2%	19.2%	Grandfathered
766	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
767	Multi-btn Electr. Tele.									19.2%	19.2%	
768	Attd. Console, ea		ECH++	\$ 215.55	\$ 540.00					19.2%	19.2%	Grandfathered
769	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
770	Console Ln. Ckt. Pk.		ECP	\$ 14.90	\$ 23.25					19.2%	19.2%	Grandfathered
771	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
772	Direct Sta Selection/ Bsy Lp. Field scan unit									19.2%	19.2%	
773	1st 50 stations		ECU	\$ 94.45	\$ 145.50					19.2%	19.2%	Grandfathered
774	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
775	Each add'l 25 stas.		ECL	\$ 12.05	\$ 51.75					19.2%	19.2%	Grandfathered
776	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
777	Opt. Eq. Cab. for Control/Scan units		ECJ	\$ 43.00	\$ 50.25					19.2%	19.2%	Grandfathered
778	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
779										19.2%	19.2%	
780										19.2%	19.2%	
781										19.2%	19.2%	
782										19.2%	19.2%	
783										19.2%	19.2%	

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1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
784	Attd. Acc. Ln.		EAR	\$ 65.30						19.2%	19.2%	Grandfathered
785	S&E				\$ 28.50					19.2%	19.2%	Grandfathered
786	Trk Grp Bsy Argmt									19.2%	19.2%	
787	CPE, per trk grp.		EAW	\$ 2.15	\$ 25.25					19.2%	19.2%	Grandfathered
788	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
789	C.O., per trk grp.		EAX	\$ 8.25						19.2%	19.2%	Grandfathered
790	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
791	Pos. Bsy Feature,									19.2%	19.2%	
792	per console		CXJ	\$ 3.70						19.2%	19.2%	Grandfathered
793	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
794	Additions/Changes									19.2%	19.2%	
795	Equipment Addition									19.2%	19.2%	
796	Charge, per occas.					\$ 830.00				19.2%	19.2%	Grandfathered
797	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
798	Change faceplate		FPC+X			\$ 141.50				19.2%	19.2%	Grandfathered
799	S&E				\$ 6.25					19.2%	19.2%	Grandfathered
800										19.2%	19.2%	
801	CONFERENCE TELEPHONE SERVICE-LOCAL	GE 3								19.2%	19.2%	
802	Set-up charge	GE 3.3(A)			\$ 1.60					19.2%	19.2%	For each Exchange Access arrangement
803	Charge per minute (initial minute)									19.2%	19.2%	
804	0-14 miles	GE 3.3(C)					\$ 0.04			19.2%	19.2%	
805	15-28 miles	GE 3.3(C)					\$ 0.05			19.2%	19.2%	
806	Over 28 miles	GE 3.3(C)					\$ 0.06			19.2%	19.2%	
807	Charge per minute additional minute									19.2%	19.2%	
808	0-14 miles	GE 3.3(C)					\$ 0.01			19.2%	19.2%	
809	15-28 miles	GE 3.3(C)					\$ 0.02			19.2%	19.2%	
810	Over 28 miles	GE 3.3(C)					\$ 0.03			19.2%	19.2%	
811	Day rate full rates	GE 3.3(D)								19.2%	19.2%	
812	Evening rate (M-F&Sun, 5-11PM) 20% discount on day rate	GE 3.3(D)								19.2%	19.2%	
813	Night/Weekend (M-Sun, 11pm-8am, Sat, Sun 8am-5pm) 35% discount on day rate	GE 3.3(D)								19.2%	19.2%	
814												
815	Director Assistance Call Completion									13.9%	13.9%	
816	Full-Automated DACC	GE 6.15.4.C								13.9%	13.9%	
817	- Sent-Paid Public or Semi-Public Telephones					\$ 0.25				13.9%	13.9%	
818	- Sent-Paid Non-Coin					\$ 0.30				13.9%	13.9%	
	- Telecommunications Company Calling Card									13.9%	13.9%	Apply sta.-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs.
819	- Collect									13.9%	13.9%	Apply sta.-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs.
820												
	- Bill to Third Number									13.9%	13.9%	Apply State-to-sta. Bill to Third Number Operator Assistance service charge located in LDMS or Local Tariffs.
821												
822	Semi-Automated DACC	GE 6.15.4.C								13.9%	13.9%	
	- Sent-Paid									13.9%	13.9%	Apply sta.-to-sta. Sent-Paid Operator Assistance service charge located in the LDMS or Local Tariffs.
823												
	- Telecommunications Company Calling Card									13.9%	13.9%	Apply sta.-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs.
824	- Collect									13.9%	13.9%	Apply sta.-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs.
825												

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
	- Bill to Third Number									13.9%	13.9%	Apply State-to-sta. Bill to Third Number Operator Assistance service charge located in LDMS or Local Tariffs.
826										13.9%	13.9%	
827	Person-to-Person	GE 6.15.4.D								13.9%	13.9%	
	- Optional Monthly Rate Plan									13.9%	13.9%	Grandfathered until 5/2/98--then discontinued completely
828												
829												
830	AutoConnect	GE 6								13.9%	13.9%	
831	Option A	GE 6.17.3	DC5RC	\$ 50.00		\$ 0.05				13.9%	13.9%	
832	Option B	GE 6.17.3	DC5R2	\$ 10.00		\$ 0.30				13.9%	13.9%	
833										13.9%	13.9%	
834	HOTEL/MOTEL RESERVATION SERVICE AT	GE 10.2.1	1BG							19.2%	19.2%	See Local Exchange Tariff for Flat Rate Trunk Rates
835	MUNICIPAL AIRPORT TERMINALS		1BJ							19.2%	19.2%	
836										19.2%	19.2%	
837	MESSAGE RATE SERVICE	GE 11.1								19.2%	19.2%	See Local Exchange Tariff. Plus charges for local messages in excess of the message allowance
838										19.2%	19.2%	
839	MILEAGE OUTSIDE THE BASE RATE AREA	GE 12.1	1LSSA	\$ 2.05						19.2%	19.2%	
840										19.2%	19.2%	
841	MISCELLANEOUS SERVICE OFFERINGS	GE 13								19.2%	19.2%	
842	MISCELLANEOUS EQUIPMENT	GE 13								19.2%	19.2%	A
843										19.2%	19.2%	
844	ACD									19.2%	19.2%	
845	Provided by ESS Plans I & II Service Transfer	GE 13.2.1 B.11.E.			\$ 250.00					19.2%	19.2%	Grandfathered
846										19.2%	19.2%	
847	NRC FOR TYPES A & B CONVERSION FACTORS	GE 13.2.1.B.12.A								19.2%	19.2%	Grandfathered
848	24 MONTHS				\$ 0.05					19.2%	19.2%	Grandfathered
849	48 MONTHS				\$ 0.03					19.2%	19.2%	Grandfathered
850	72 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
851	96 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
852	NRC FOR TYPE C CONVERSION FACTORS	GE 13.2.1.B.12.B								19.2%	19.2%	
853	36 MONTHS				\$ 0.33					19.2%	19.2%	Grandfathered
854	60 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
855	84 MONTHS				\$ 0.02					19.2%	19.2%	Grandfathered
856	120 MONTHS				\$ 0.01					19.2%	19.2%	Grandfathered
857										19.2%	19.2%	
858	TYPE A ACD -ESS COMM. EQUIP.	GE 13.2.1.D.1	A8A	\$ 13.70	\$ 586.00					19.2%	19.2%	Grandfathered
859	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
860										19.2%	19.2%	
861	TYPE A STATION LINE	GE 13.2.1.D.1	A89	\$ 33.35	\$ 11.80					19.2%	19.2%	Grandfathered
862	S&E				\$ 28.50					19.2%	19.2%	Grandfathered
863										19.2%	19.2%	
864	TYPE A MAKE BUSY ARRANGE.PER STATION	GE 13.2.1.D.1	A6G	\$ 2.00	\$ 44.00					19.2%	19.2%	Grandfathered
865	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
866										19.2%	19.2%	
867	TYPE A MAKE BUSY ARRANGE. PER GROUP OF	GE 13.2.1. D.1	A9A	\$ 2.00	\$ 44.00					19.2%	19.2%	Grandfathered
868	STATIONS									19.2%	19.2%	
869	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
870										19.2%	19.2%	
871	CALLS WAITING INDICATION, CO EQUIP. TYPE A&B	GE 13.2.1 D.1	A66CE	\$ 3.75	\$ 118.00					19.2%	19.2%	Grandfathered
872	PERUNIQUE TIMING STATE INDICATED IN SPLIT, EACH									19.2%	19.2%	

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873	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
874										19.2%	19.2%	
875	TYPE B PREMISES COMMON EQUIP.	GE 13.2.1 D.1	A8JCE	SEE 13.2.1, D3	SEE 13.2.1, D3					19.2%	19.2%	
876										19.2%	19.2%	
877	TYPE A & B DELAY ANNOUNCE. PER	GE 13.2.1 D.1	A8GCE	\$ 48.25	\$ 99.00					19.2%	19.2%	Grandfathered
878	ANNOUNCE. -S&E				\$ 6.75					19.2%	19.2%	Grandfathered
879										19.2%	19.2%	
880	TYPE A & B DELAY ANNOUNCE PER	GE 13.2.1 D.1	A8GAT	\$ 9.70	\$ 100.00					19.2%	19.2%	Grandfathered
881	ANNOUNCE ACCESS TRUNK, EACH									19.2%	19.2%	
882	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
883										19.2%	19.2%	
884	TYPE A DELAY ANNOUNCE PER STATION, EACH	GE 13.2.1 D.1	A8GST	\$ 0.85						19.2%	19.2%	Grandfathered
885	SERVICE EQUIP.				\$ 6.75					19.2%	19.2%	Grandfathered
886										19.2%	19.2%	
887	TYPE B DELAY ANNOUNCE. PER ACD-ESS	GE 13.2.1 D.1	A8GTT	\$ 1.70						19.2%	19.2%	Grandfathered
888	TERMINAL, EACH									19.2%	19.2%	
889	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
890										19.2%	19.2%	
891	NETWORK ACCESS REGISTER TYPE A & B	GE 13.2.1 D.1		PBX TRUNK RATE						19.2%	19.2%	Grandfathered
892										19.2%	19.2%	
893										19.2%	19.2%	
894	TYPE A & B FOREIGN EXCHANGE									19.2%	19.2%	
895	& FOR CO SVC TERM	GE 13.2.1 D.1	A8EFX	\$ 49.40	\$ 123.00					19.2%	19.2%	Grandfathered
896	ACD - ESS QUEUING EQUIP. EACH									19.2%	19.2%	
897	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
898										19.2%	19.2%	
899	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	A8ETL	\$ 48.85	\$ 123.00					19.2%	19.2%	Grandfathered
900	SERVICE-(CCSA)- ACCESS LINE TERMINATION									19.2%	19.2%	
901	ON ACD-ESS, QUEUING EQUIP., EACH									19.2%	19.2%	
902	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
903										19.2%	19.2%	
904	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	A3L	\$ 56.30	\$ 123.00					19.2%	19.2%	Grandfathered
905	SERVICE-(CCSA)- ACCESS LINE TERMINATION									19.2%	19.2%	
906	ON ACD-ESS, NON-QUEUING EQUIP., EACH									19.2%	19.2%	
907	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
908										19.2%	19.2%	
909	TYPE B - ACD-ESS COMMON EQUIP./SYSTEM	GE 13.2.1 D.1	A3D	\$ 1,350.60	\$ 9,200.00					19.2%	19.2%	Grandfathered
910	CENTRAL OFF. COMPONENTS									19.2%	19.2%	
911										19.2%	19.2%	
912	PREMISES COMPONENTS	GE 13.2.1 D.1	A3P	SEE 13.2.1, D3	SEE 13.2.1, D3					19.2%	19.2%	Grandfathered
913	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
914										19.2%	19.2%	
915	TYPE B PER 120 CONSOLES OR FRACTION THEREOF	GE 13.2.1 D.1	A3Z	\$ 167.65	\$ 351.00					19.2%	19.2%	Grandfathered
916	SERVICE EQUIP.				\$ 5.50					19.2%	19.2%	Grandfathered
917										19.2%	19.2%	
918	TYPE B PER 72 CONSOLES OR FRACTION THEREOF	GE 13.2.1 D.1	A8B	SEE 13.2.1, D3	SEE 13.2.1, D3					19.2%	19.2%	Grandfathered
919	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
920										19.2%	19.2%	
921	TYPE B PER SPLIT ARRANGED FOR QUEUING	GE 13.2.1 D.1	A3S	\$ 7.60	\$ 438.00					19.2%	19.2%	Grandfathered
922	FIRST ON REQUEST ORDER									19.2%	19.2%	Grandfathered
923	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
924										19.2%	19.2%	
925	EACH ADD. ON SAME ORDER	GE 13.2.1 D.1	A3S	\$ 7.60	\$ 341.00					19.2%	19.2%	Grandfathered

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926	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
927										19.2%	19.2%	
928	TYPE A & B QUEUE SLOT, EACH	GE 13.2.1 D.1	A83RA	\$ 1.60	\$ 10.10					19.2%	19.2%	Grandfathered
929	S&E				\$ 6.75					19.2%	19.2%	Grandfathered
930										19.2%	19.2%	
931	ATTENDANT POSITIONS TYPE B - PER AGENT	GE 13.2.1 D.1	A8C	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
932	OR SUPERVISORY MULTIBUTTON CONSOLE, EACH									19.2%	19.2%	Grandfathered
933	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
934										19.2%	19.2%	
935	PER SUPERVISOR SINGLE- LINE SET EACH	GE 13.2.1 D.1	A9B							19.2%	19.2%	
936										19.2%	19.2%	
937	ROTARY DIAL	GE 13.2.1 D.1	A9B	\$ 1.60						19.2%	19.2%	Grandfathered
938	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
939										19.2%	19.2%	
940	TOUCH- TONE		A9B	\$ 2.55						19.2%	19.2%	Grandfathered
941	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
942										19.2%	19.2%	
943										19.2%	19.2%	
944	ACD- ESS TERMINAL EACH TYPE B, EACH	GE 13.2.1 D.1	A3E	\$ 26.30	\$ 25.00					19.2%	19.2%	Grandfathered
945	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
946										19.2%	19.2%	
947	TYPE B AGENT ASSIST TERMINAL	GE 13.2.1 D.1	A3G	\$ 5.60	\$ 158.50					19.2%	19.2%	Grandfathered
948	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
949										19.2%	19.2%	
950	AGENT CALL TERMINAL, EACH	GE 13.2.1 D.1	A3J	\$ 5.35	\$ 158.50					19.2%	19.2%	Grandfathered
951	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
952										19.2%	19.2%	
953	NIGHT TRANSFER PER SPLIT EQUIPPED	GE 13.2.1 D.1	A3T	\$ 1.85	\$ 37.60					19.2%	19.2%	Grandfathered
954	TYPE B									19.2%	19.2%	Grandfathered
955	S&E				\$ 6.00					19.2%	19.2%	
956										19.2%	19.2%	
957	CALL ORIGIN ANNOUNCEMENTS TYPE B PER ANNOUNCEMENT	GE 13.2.1 D.1	A8FTG	\$ 48.25	\$ 89.00					19.2%	19.2%	Grandfathered
958	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
959										19.2%	19.2%	
960	TYPE B ADD EQUIP. FOR FOREIGN EXCH. OR FOREIGN SERVING OFFICE LINES TO REACH CALL ORIGIN ANNOUNCEMENTS, EACH LINE	GE 13.2.1 D.1	A8FTE	\$ 2.55	\$ 69.75					19.2%	19.2%	Grandfathered
961										19.2%	19.2%	
962	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
963										19.2%	19.2%	
964	TYPE B PER ACD-ESS TERMINAL	GE 13.2.1 D.1	A8FTR	\$ 1.25						19.2%	19.2%	Grandfathered
965	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
966										19.2%	19.2%	
967	FLEXIBLE 1ST DELAY ANNOUNCE TYPE B	GE 13.2.1 D.1								19.2%	19.2%	
968										19.2%	19.2%	
969	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
970										19.2%	19.2%	
971	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
972										19.2%	19.2%	
973	AGENT EMERGENCY ALERT ARRANGEMENT	GE 13.2.1 D.1	A85AM	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
974	WITH SERVICE SUPERVISION									19.2%	19.2%	Grandfathered
975	TYPE B SERVICE EQUIP.			SEE 13.2.1.D3						19.2%	19.2%	Grandfathered

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976										19.2%	19.2%	
977	SYSTEM DISPLAY & CONTROL EQUIP.	GE 13.2.1 D.1								19.2%	19.2%	
978	-TYPE B DISPLAY CONTROL UNIT, CENTRAL	GE 13.2.1 D.1	A4C	\$ 20.85	\$ 233.00					19.2%	19.2%	Grandfathered
979	OFFICE COMPONENTS									19.2%	19.2%	
980	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
981										19.2%	19.2%	
982	-TYPE B PREMISE COMPONENTS	GE 13.2.1 D.1	A8K	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
983										19.2%	19.2%	
984	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
985										19.2%	19.2%	
986	-TYPE B OPTIONAL PRINTER	GE 13.2.1 D.1	A8P	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
987	ASSOCIATED W/DISPLAY & CONTROL UNIT									19.2%	19.2%	Grandfathered
988	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
989										19.2%	19.2%	
990	-TYPE B AGENT TO SPLIT PATTERNS	GE 13.2.1 D.1	A9GAS	\$ 5.40	\$ 233.00					19.2%	19.2%	Grandfathered
991	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
992										19.2%	19.2%	
993	-TYPE B AGENT TO REPORTING GROUP	GE 13.2.1 D.1	A9GAR	\$ 5.40	\$ 208.00					19.2%	19.2%	Grandfathered
994	PATTERNS, EACH											
995	S&E				\$ 6.00					19.2%	19.2%	
996										19.2%	19.2%	Grandfathered
997	DYNAMIC TRAFFIC DISPLAY									19.2%	19.2%	
998	-TYPE B COMMON EQUIP. UP TO 20 DISPLAY UNITS	GE 13.2.1.D.1	A8LCE	\$ 19.10	\$ 1,100.00					19.2%	19.2%	Grandfathered
999	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1000	-TYPE B - PER SPLIT	GE 13.2.1.D.1	A8LSP	\$ 9.20						19.2%	19.2%	Grandfathered
1001	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1002	-TYPE B - DYNAMIC TRAFFIC DISPLAY - 1 SPLIT		A8M	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1003	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1004	-TYPE B-DISPLAY CONTROLLER, 1 PER 20 UNITS	GE 13.2.1.D.1	A8LUC	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1005	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1006	-TYPE B-COMMON EQUIP. 1 PER 30 DD UNITS	GE 13.2.1.D.1	A8LMF	\$ 56.85						19.2%	19.2%	Grandfathered
1007	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1008										19.2%	19.2%	
1009	AGENT STATUS DISPLAY CONSOLE - TYPE B, EACH	GE 13.2.1.D.1	A9C	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1010	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1011	KEY CONTROL & ALARM CONSOLE	GE 13.2.1.D.1								19.2%	19.2%	
1012	-UP TO 10 KEYS EQUIPPED FOR ALARM TYPE B	GE 13.2.1.D.1	A8Q	SEE 13.2.1.D3	SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1013	S&E				SEE 13.2.1.D3					19.2%	19.2%	Grandfathered
1014	KEYS FOR ACTIVE/DEACTIV. OF CONTROL FUNCTION, EACH KEY TYPE B	GE 13.2.1.D.1	A4K	\$ 1.75	\$ 84.25					19.2%	19.2%	Grandfathered
1015	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1016	TELETYPEWRITER - MIS									19.2%	19.2%	
1017	COMMON EQUIP. TYPE B, 1 PER AC-ESS	GE 13.2.1.D.1	A8T	\$ 151.35	\$ 572.00					19.2%	19.2%	Grandfathered
1018	S&E				\$ 6.00					19.2%	19.2%	Grandfathered

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1019	SPLIT COUNTS COMMON EQUIP 1 FOR @ 5 SPLITS	GE 13.2.1.D.1								19.2%	19.2%	
1020	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8SHH	\$ 124.95	\$ 50.50					19.2%	19.2%	Grandfathered
1021	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1022	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8SHC	\$ 62.45	\$ 50.50					19.2%	19.2%	Grandfathered
1023	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1024	COUNTS PER SPLIT, UP TO 19, TYPE B	GE 13.2.1.D.1	A8SSC	\$ 13.70	\$ 302.00					19.2%	19.2%	Grandfathered
1025	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1026	REPORT GROUP COUNTS									19.2%	19.2%	
1027	- REPORT GROUPS, EACH TYPE B	GE 13.2.1.D.1	A8VCE	\$ 4.40	\$ 269.00					19.2%	19.2%	Grandfathered
1028	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1029										19.2%	19.2%	
1030	COMMON EQUIP, 1 FOR @5 REPORT GRPS									19.2%	19.2%	
1031	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHH	\$ 79.05	\$ 50.50					19.2%	19.2%	Grandfathered
1032	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1033	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHC	\$ 39.55	\$ 50.50					19.2%	19.2%	Grandfathered
1034	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1035	COUNTS PER REPORT GROUP, UP TO 9 1/2 HOURLY,									19.2%	19.2%	
1036	HOURLY OR DAILY TYPE B	GE 13.2.1.D.1	A8VRC	\$ 6.45	\$ 302.00					19.2%	19.2%	Grandfathered
1037	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1038										19.2%	19.2%	
1039	TRUNK GROUP COUNTS									19.2%	19.2%	
1040	COMMON EQUIP, 1 FOR @5 GROUP									19.2%	19.2%	
1041	1/2 HOURLY/DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8WHH	\$ 26.30	\$ 50.50					19.2%	19.2%	Grandfathered
1042	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1043	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8WHC	\$ 13.20	\$ 50.50					19.2%	19.2%	Grandfathered
1044	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1045	COUNTS PER GROUP UP TO 6 TYPE B	GE 13.2.1.D.1	A8WTC	\$ 4.30	\$ 224.00					19.2%	19.2%	Grandfathered
1046	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1047	NON-USAGE TRUNK REPORTS, COMM. EQUIP, TYPE B	GE 13.2.1.D.1	A8XCE	\$ 5.10	\$ 176.00					19.2%	19.2%	Grandfathered
1048	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1049	NON-USAGE TRUNK REPORTS, PER TRUNK TYPE B	GE 13.2.1.D.1	A8XTE	\$ 0.20						19.2%	19.2%	Grandfathered
1050	S&E				\$ 6.00					19.2%	19.2%	Grandfathered
1051	EQUIP FOR SERV. SUPERVISING OF AGENT CONSOLE POSITION CIRCUITS AGENT ASSIST. &/OR AGENT									19.2%	19.2%	
1052	AGENT CALL TERMINAL TYPE B	GE 13.2.1.D.1	A8HAT	\$ 6.60						19.2%	19.2%	Grandfathered
1053	S&E				\$ 5.50					19.2%	19.2%	Grandfathered
1054	COMMON EQUIP/1 FOR 72 CONSOLES TYPE B	GE 13.2.1.D.1	A8HCE	SEE 13.2.1.D.3	SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1055	S&E				SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1056	AUX. EQUIP/1 FOR 24 CONSOLES TYPE B	GE 13.2.1.D.1	A8HAE	SEE 13.2.1.D.3	SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1057	SERVICE/EQUIP				SEE 13.2.1.D.3					19.2%	19.2%	Grandfathered
1058	SERV. SUPER TRUNK ACCESS MAX 6 FOR 72									19.2%	19.2%	
1059	TYPE B	GE 13.2.1.D.1	A8HMT	\$ 12.40	\$ 595.00					19.2%	19.2%	Grandfathered
1060	SERVICE/EQUIP				\$ 5.50					19.2%	19.2%	Grandfathered
1061	OPTIONAL EMERGENCY RESERVE POWER TYPE B	GE 13.2.1.D.1								19.2%	19.2%	RATES PROVIDED BY SPECIAL SVC
1062	AGENT INFORMATION/ANNOUNCE ACCESS TYPE A &	GE 13.2.1.D.1								19.2%	19.2%	ARRANGE REQUEST.
1063	ALTERNATE TRAFFIC ROUTING									19.2%	19.2%	
1064	COMMON EQUIP, CENT. OFF, TYPE B, PER SYSTEM	GE 13.2.1.D.1	A4RCE	\$ 0.95						19.2%	19.2%	Grandfathered
1065	SERVICE/EQUIP				\$ 6.00					19.2%	19.2%	Grandfathered
1066	PER SPLIT, TYPE B	GE 13.2.1.D.1	A4RSE	\$ 8.25	\$ 101.00					19.2%	19.2%	Grandfathered
1067	SERVICE/EQUIP				\$ 6.00					19.2%	19.2%	Grandfathered
1068	NRC FOR EQUIP OR FEATURE ADDITION TYPES A&B									19.2%	19.2%	

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1069	MAJOR ADDITION	GE 13.2.1.D.1			\$ 300.00					19.2%	19.2%	Grandfathered
1070	MINOR ADDITION	GE 13.2.1.D.1			\$ 75.00					19.2%	19.2%	Grandfathered
1071										19.2%	19.2%	
1072	ACD-ESS	GE 13								19.2%	19.2%	
1073										19.2%	19.2%	
1074	Type C Service:	GE 13.2.1.D.2								19.2%	19.2%	
1075	CO System Components:	GE 13.2.1.D.2.a								19.2%	19.2%	
1076	Common Equipment	GE 13.2.1.D.2.a	A2B	\$ 1,448.60	\$ 10,600.00					19.2%	19.2%	Grandfathered
1077	Attendant Line Frame	GE 13.2.1.D.2.a	A3Z	\$ 138.50	\$ 740.00					19.2%	19.2%	Grandfathered
1078	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1079	ACD-ESS Terminal, each	GE 13.2.1.D.2.a	A2T	\$ 18.60	\$ 9.50					19.2%	19.2%	Grandfathered
1080	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1081	Queueing Service/per split:	GE 13.2.1.D.2.a								19.2%	19.2%	Grandfathered
1082	1st Requested Order		A3S	\$ 6.25	\$ 268.50					19.2%	19.2%	Grandfathered
1083	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1084	Each Add. on Same Order		A3S	\$ 6.25	\$ 68.75					19.2%	19.2%	Grandfathered
1085	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1086	Queue Slot, each	GE 13.2.1.D.2.a	A83RA	\$ 0.70						19.2%	19.2%	Grandfathered
1087	Svc & Equipment				\$ 6.75					19.2%	19.2%	Grandfathered
1088	Network Access Register, each	GE 13.2.1.D.2.a		PBX Trunk Rate						19.2%	19.2%	Grandfathered
1089	Foreign Ex. & Serving Office Termination queueing equip.	GE 13.2.1.D.2.a	A8EFX	\$ 45.55						19.2%	19.2%	Grandfathered
1090	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1091	Tie Line/CCSA Access Line Termination queueing equip.	GE 13.2.1.D.2.a	A8ETL	\$ 45.65						19.2%	19.2%	Grandfathered
1092	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1093	Tie Line/CCSA Access Line Term, not queueing equip.	GE 13.2.1.D.2.a	A3L	\$ 37.65						19.2%	19.2%	Grandfathered
1094	Svc. & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1095	Data Link:	GE 13.2.1.D.2.a								19.2%	19.2%	Grandfathered
1096	Per 100 consoles		A2C	\$ 110.25	\$ 260.00					19.2%	19.2%	Grandfathered
1097	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1098	AEMIS Interface		A2E	\$ 110.25	\$ 260.00					19.2%	19.2%	Grandfathered
1099	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1100										19.2%	19.2%	
1101	Premises System Components:	GE13.2.1.D.2.b								19.2%	19.2%	
1102	Cabinet A Assembly	GE 13.2.1.D.2.b								19.2%	19.2%	
1103	1st Cabinet A		A21	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1104	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1105	Each additional Cabinet A		A22	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1106	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1107	Cabinet B Assembly	GE 13.2.1.D.2.b	A2F	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1108	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1109	Add. Line Circuit Carriers	GE 13.2.1.D.2.b	A2L	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1110	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1111										19.2%	19.2%	
1112	Consoles:	GE 13.2.1.D.2.b								19.2%	19.2%	
1113	10-button									19.2%	19.2%	
1114	Agent, each		A2G	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1115	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1116	Supervisor, each		A2M	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1117	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1118	20-button									19.2%	19.2%	Grandfathered
1119	Agent, each		A2H	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1120	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1121	Supervisor, each		A2N	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1122	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1123	With Fixed Lamp Field									19.2%	19.2%	
1124	Agent, each		A2J	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1125	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1126	Supervisor, each		A2P	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1127	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1128	With Alphanumeric Field									19.2%	19.2%	
1129	Agent, each		A2K	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1130	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1131	Supervisor, each		A2V	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1132	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1133												
1134	Supervisor single-line set, each		A9B++	\$ 2.55						19.2%	19.2%	Grandfathered
1135	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1136												
1137	Basic Common Equip., 1-200 consoles	GE 13.2.1.D.2.b	A5CCE	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1138	& 14 Cathode Ray Tubes									19.2%	19.2%	
1139	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1140	Add. Equip. for systems w/200+ consoles	GE 13.2.1.D.2.b	A5CAC	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1141	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1142										19.2%	19.2%	
1143	CRTs:	GE 13.2.1.D.2.b								19.2%	19.2%	
1144	Black & White		A5H	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1145	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1146	Color		A5J	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1147	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1148	Equip. to Remote CRT* in same bldg, beyond 50ft. from AEMIS Control Equip., each 100 ft.		A5FR5	\$ 2.60	\$ 116.00					19.2%	19.2%	Grandfathered

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080000



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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1149	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1150	Equip. to Remote CRT* in different bldg. and/or beyond 1,000ft from AEMIS Control Equip., each		A5FRT	\$ 1.95	\$ 172.00					19.2%	19.2%	Grandfathered
1151	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1152										19.2%	19.2%	
1153	Incoming Call Identification:	GE 13.2.1.D.2.c								19.2%	19.2%	
1154	Audible Option:	GE 13.2.1.D.2.c								19.2%	19.2%	
1155	Per announcement		A8FTG	\$ 52.15	\$ 81.25					19.2%	19.2%	Grandfathered
1156	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1157	Equip. for Foreign Ex., Foreign Serving Office or Tie Line		A8FTE	\$ 4.20	\$ 57.00					19.2%	19.2%	Grandfathered
1158	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1159	Per ACD-ESS Terminal		A8FTR	\$ 0.10						19.2%	19.2%	Grandfathered
1160	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1161	Visual Option:	GE 13.2.1.D.2.c								19.2%	19.2%	
1162	Per System		A5VSY	\$ 2.45	\$ 274.50					19.2%	19.2%	Grandfathered
1163	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1164	Per Visual Console		A5VCN	\$ 1.20						19.2%	19.2%	Grandfathered
1165	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1166										19.2%	19.2%	
1167	Delay Announcements:	GE 13.2.1.D.2.d								19.2%	19.2%	
1168	Standard Recorded Frame:	GE 13.2.1.D.2.d								19.2%	19.2%	
1169	Per 11 second announce.		A8GCE	\$ 52.15	\$ 55.25					19.2%	19.2%	Grandfathered
1170	Svc & Equipment				\$ 6.75					19.2%	19.2%	Grandfathered
1171	Per trunk to access announce		A8GAT	\$ 9.15	\$ 56.00					19.2%	19.2%	Grandfathered
1172	Svc & Equipment				\$ 6.75					19.2%	19.2%	Grandfathered
1173	Per ACD-ESS Terminal		A8GTT	\$ 1.25						19.2%	19.2%	Grandfathered
1174	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1175	Load Dependent 1st Delay:				\$ 5.50					19.2%	19.2%	Grandfathered
1176	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1177	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1178	Common System Recorded Frame:	GE 13.2.1.D.2.d								19.2%	19.2%	
1179	Common Equipment		A4GCE	\$ 204.40						19.2%	19.2%	Grandfathered
1180	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1181	Per 16 second announce.		A4G16	\$ 155.60	\$ 41.00					19.2%	19.2%	Grandfathered
1182	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1183	Per 32 second announce.		A4G32	\$ 190.10	\$ 41.00					19.2%	19.2%	Grandfathered
1184	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1185	Per 48 second announce.		A4G48	\$ 224.70	\$ 41.00					19.2%	19.2%	Grandfathered
1186	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1187	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1188	Per ACD-ESS Terminal		A8GTT	\$ 1.25						19.2%	19.2%	Grandfathered
1189	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1190	Remote recording capability		A4F	\$ 24.55						19.2%	19.2%	Grandfathered
1191	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1192	Load Dependent 1st Delay:									19.2%	19.2%	
1193	Per 16 second announce.		A4H16	\$ 155.60	\$ 41.00					19.2%	19.2%	Grandfathered
1194	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1195	Per 32 second announce.		A4H32	\$ 190.10	\$ 41.00					19.2%	19.2%	Grandfathered
1196	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1197	Per 48 second announce.		A4H48	\$ 224.70	\$ 41.00					19.2%	19.2%	Grandfathered

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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1198	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1199	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1200										19.2%	19.2%	
1201	Emergency Alert Arrangement:	GE 13.2.1.D.2.e								19.2%	19.2%	
1202	Per 25 Alert-equipped consoles equipped f/alert		A85AA	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1203	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1204	Per 25 Alert only or Service Supervising Consoles		A85AS	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1205	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1206										19.2%	19.2%	
1207	Agent Assist:	GE 13.2.1.D.2.f								19.2%	19.2%	
1208	Per Terminal		A3G	\$ 2.85	\$ 38.50					19.2%	19.2%	Grandfathered
1209	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1210	Calling/Called Line ID/p/Agent Assist Terminal		A3H	\$ 0.30	\$ 42.75					19.2%	19.2%	Grandfathered
1211	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1212										19.2%	19.2%	
1213	Agent Call:	GE 13.2.1.D.2.g								19.2%	19.2%	
1214	Per Terminal		A3J	\$ 2.80	\$ 38.50					19.2%	19.2%	Grandfathered
1215	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1216	Calling/Called Line ID/ p/Agent Assist Terminal		A3W	\$ 0.30	\$ 42.75					19.2%	19.2%	Grandfathered
1217	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1218										19.2%	19.2%	
1219	Service Supervising Agent Console	GE 13.2.1.D.2.h								19.2%	19.2%	
1220	Per Agent Assist and/or Call Terminal		A8HAT	\$ 8.25						19.2%	19.2%	Grandfathered
1221	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1222	Per Service Supervising Trunk:									19.2%	19.2%	
1223	Central Office Components		A8HCO	\$ 8.95	\$ 24.00					19.2%	19.2%	Grandfathered
1224	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1225	Per 25 Equipped Consoles		A8HSS	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1226	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1227										19.2%	19.2%	
1228	Agent Status Display Console:	GE 13.2.1.D.2.i								19.2%	19.2%	
1229	First 3 Consoles		A3X	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1230	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1231	Each Additional Console		A3Y	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1232	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1233										19.2%	19.2%	
1234	System Display & Control Feature	GE 13.2.1.D.2.i								19.2%	19.2%	
1235	Per system		A9H	\$ 16.05	\$ 353.00					19.2%	19.2%	Grandfathered
1236	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1237	Per Agent-to-split Pattern		A9GAS	\$ 5.40	\$ 78.00					19.2%	19.2%	Grandfathered
1238	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1239	Key Control & Alarm Console:									19.2%	19.2%	
1240	Per Console		A4N	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1241	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1242	Per Activate/Deactivate Key		A4K	\$ 1.90	\$ 66.50					19.2%	19.2%	Grandfathered
1243	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1244										19.2%	19.2%	

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1245	Alternate Traffic Routing Per Split	GE 13.2.1.D.2.k	A4RSE	\$ 9.10	\$ 74.75					19.2%	19.2%	Grandfathered
1246	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1247										19.2%	19.2%	
1248	Night Transfer Per Split	GE 13.2.1.D.2.l	A3T	\$ 2.00	\$ 43.25					19.2%	19.2%	Grandfathered
1249	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1250										19.2%	19.2%	
1251	Calls Waiting Indication:	GE 13.2.1.D.2.m								19.2%	19.2%	
1252	Remote Calls Waiting									19.2%	19.2%	
1253	Per timing state, per split		A4PTS	\$ 0.25	\$ 52.25					19.2%	19.2%	Grandfathered
1254	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1255	Common Equip. per 24 states		A4PCE	SEE 13.2.1, D4	SEE 13.2.1, D4					19.2%	19.2%	Grandfathered
1256	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1257	Console Call Wait, per 100		A4X	\$ 13.30	\$ 51.50					19.2%	19.2%	Grandfathered
1258	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1259	Assistance Call Wait per group		A4Y	\$ 10.10	\$ 94.00					19.2%	19.2%	Grandfathered
1260	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1261										19.2%	19.2%	
1262	Nonrecurring Charges:	GE 13.2.1.D.2.n								19.2%	19.2%	
1263	Equipment or Feature Addition	GE 13.2.1.D.2.n.1			*200					19.2%	19.2%	Grandfathered
1264										19.2%	19.2%	
1265	Service Establishment Charge:	GE 13.2.1.D.2.n.2								19.2%	19.2%	
1266	Each System				\$ 38,500.00					19.2%	19.2%	Grandfathered
1267	AEMIS				\$ 31,650.00					19.2%	19.2%	Grandfathered
1268	CSRAF				\$ 28,450.00					19.2%	19.2%	Grandfathered
1269										19.2%	19.2%	
1270	ACD-ESS									19.2%	19.2%	
1271	Plans I&II - Type B Service	GE 13.2.1.D.3								19.2%	19.2%	
1272	Plan I Rates:	GE 13.2.1.D.3.a								19.2%	19.2%	
1273	Type B Common Equipment:									19.2%	19.2%	
1274										19.2%	19.2%	
1275	Premises Components/system	GE 13.2.1.D.3.a								19.2%	19.2%	
1276	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1277	Fixed Rate:				\$ 2,300.00					19.2%	19.2%	Grandfathered
1278	1 Month		A3P	\$ 1,470.00						19.2%	19.2%	Grandfathered
1279	24 Months		A3P	\$ 69.50						19.2%	19.2%	Grandfathered
1280	48 Months		A3P	\$ 37.80						19.2%	19.2%	Grandfathered
1281	72 Months		A3P	\$ 27.30						19.2%	19.2%	Grandfathered
1282	96 Months		A3P	\$ 22.15						19.2%	19.2%	Grandfathered
1283	Variable Rate:									19.2%	19.2%	
1284	1 Month		A3P	\$ 24.25						19.2%	19.2%	Grandfathered
1285	24 Months		A3P	\$ 24.25						19.2%	19.2%	Grandfathered
1286	48 Months		A3P	\$ 24.25						19.2%	19.2%	Grandfathered
1287	72 Months		A3P	\$ 24.25						19.2%	19.2%	Grandfathered
1288	96 Months		A3P	\$ 24.25						19.2%	19.2%	Grandfathered
1289	Components per 72 Consoles	GE 13.2.1.D.3.a								19.2%	19.2%	
1290	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1291	Fixed Rate:				\$ 5,900.00					19.2%	19.2%	Grandfathered

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1292	1 Month		A8B	\$ 8,695.00						19.2%	19.2%	Grandfathered
1293	24 Months		A8B	\$ 412.00						19.2%	19.2%	Grandfathered
1294	48 Months		A8B	\$ 224.00						19.2%	19.2%	Grandfathered
1295	72 Months		A8B	\$ 162.00						19.2%	19.2%	Grandfathered
1296	96 Months		A8B	\$ 131.00						19.2%	19.2%	Grandfathered
1297	Variable Rate:									19.2%	19.2%	
1298	1 Month		A8B	\$ 71.30						19.2%	19.2%	Grandfathered
1299	24 Months		A8B	\$ 71.30						19.2%	19.2%	Grandfathered
1300	48 Months		A8B	\$ 71.30						19.2%	19.2%	Grandfathered
1301	72 Months		A8B	\$ 71.30						19.2%	19.2%	Grandfathered
1302	96 Months		A8B	\$ 71.30						19.2%	19.2%	Grandfathered
1303	Attendant Position per Agent or Supervisory									19.2%	19.2%	
1304	Multibutton Console	GE 13.2.1.D.3.a								19.2%	19.2%	
1305	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1306	Fixed Rate:				\$ 400.00					19.2%	19.2%	Grandfathered
1307	1 Month		A8C	\$ 432.00						19.2%	19.2%	Grandfathered
1308	24 Months		A8C	\$ 25.40						19.2%	19.2%	Grandfathered
1309	48 Months		A8C	\$ 13.30						19.2%	19.2%	Grandfathered
1310	72 Months		A8C	\$ 9.60						19.2%	19.2%	Grandfathered
1311	96 Months		A8C	\$ 7.80						19.2%	19.2%	Grandfathered
1312	Variable Rate:									19.2%	19.2%	
1313	1 Month		A8C	\$ 7.20						19.2%	19.2%	Grandfathered
1314	24 Months		A8C	\$ 7.20						19.2%	19.2%	Grandfathered
1315	48 Months		A8C	\$ 7.20						19.2%	19.2%	Grandfathered
1316	72 Months		A8C	\$ 7.20						19.2%	19.2%	Grandfathered
1317	96 Months		A8C	\$ 7.20						19.2%	19.2%	Grandfathered
1318										19.2%	19.2%	
1319	Agency Emergency	GE 13.2.1.D.3.a								19.2%	19.2%	
1320	Alert Arrangement,									19.2%	19.2%	
1321	1 per 24 consoles with service supervising	GE 13.2.1.D.3.a								19.2%	19.2%	
1322	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1323	Fixed Rate:				\$ 530.00					19.2%	19.2%	Grandfathered
1324	1 Month		A85AM	\$ 115.00						19.2%	19.2%	Grandfathered
1325	24 Months		A85AM	\$ 5.45						19.2%	19.2%	Grandfathered
1326	48 Months		A85AM	\$ 2.95						19.2%	19.2%	Grandfathered
1327	72 Months		A85AM	\$ 2.15						19.2%	19.2%	Grandfathered
1328	96 Months		A85AM	\$ 1.75						19.2%	19.2%	Grandfathered
1329	Variable Rate:									19.2%	19.2%	
1330	1 Month		A85AM	\$ 2.50						19.2%	19.2%	Grandfathered
1331	24 Months		A85AM	\$ 2.50						19.2%	19.2%	Grandfathered
1332	48 Months		A85AM	\$ 2.50						19.2%	19.2%	Grandfathered
1333	72 Months		A85AM	\$ 2.50						19.2%	19.2%	Grandfathered
1334	96 Months		A85AM	\$ 2.50						19.2%	19.2%	Grandfathered
1335										19.2%	19.2%	
1336	Calls Waiting Indication, 1 per 72 consoles	GE 13.2.1.D.3.a								19.2%	19.2%	
1337	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1338	Fixed Rate:				\$ 440.00					19.2%	19.2%	Grandfathered
1339	1 Month		A8JCE	\$ 93.25						19.2%	19.2%	Grandfathered
1340	24 Months		A8JCE	\$ 4.40						19.2%	19.2%	Grandfathered
1341	48 Months		A8JCE	\$ 2.40						19.2%	19.2%	Grandfathered
1342	72 Months		A8JCE	\$ 1.75						19.2%	19.2%	Grandfathered
1343	96 Months		A8JCE	\$ 1.40						19.2%	19.2%	Grandfathered

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1344	Variable Rate:									19.2%	19.2%	
1345	1 Month		A8JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1346	24 Months		A8JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1347	48 Months		A8JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1348	72 Months		A8JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1349	96 Months		A8JCE	\$ 2.25						19.2%	19.2%	Grandfathered
1350										19.2%	19.2%	
1351	System Display & Control Equipment:									19.2%	19.2%	
1352	Premises Components	GE 13.2.1.D.3.a								19.2%	19.2%	
1353	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1354	Fixed Rate:				\$ 1,100.00					19.2%	19.2%	Grandfathered
1355	1 Month		A8K	\$ 2,100.00						19.2%	19.2%	Grandfathered
1356	24 Months		A8K	\$ 99.50						19.2%	19.2%	Grandfathered
1357	48 Months		A8K	\$ 54.00						19.2%	19.2%	Grandfathered
1358	72 Months		A8K	\$ 38.70						19.2%	19.2%	Grandfathered
1359	96 Months		A8K	\$ 31.60						19.2%	19.2%	Grandfathered
1360	Variable Rate:									19.2%	19.2%	
1361	1 Month		A8K	\$ 16.60						19.2%	19.2%	Grandfathered
1362	24 Months		A8K	\$ 16.60						19.2%	19.2%	Grandfathered
1363	48 Months		A8K	\$ 16.60						19.2%	19.2%	Grandfathered
1364	72 Months		A8K	\$ 16.60						19.2%	19.2%	Grandfathered
1365	96 Months		A8K	\$ 16.60						19.2%	19.2%	Grandfathered
1366	Optional Printer	GE 13.2.1.D.3.a								19.2%	19.2%	
1367	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1368	Fixed Rate:				\$ 270.00					19.2%	19.2%	Grandfathered
1369	1 Month		A8P	\$ 740.00						19.2%	19.2%	Grandfathered
1370	24 Months		A8P	\$ 35.00						19.2%	19.2%	Grandfathered
1371	48 Months		A8P	\$ 19.05						19.2%	19.2%	Grandfathered
1372	72 Months		A8P	\$ 13.75						19.2%	19.2%	Grandfathered
1373	96 Months		A8P	\$ 11.15						19.2%	19.2%	Grandfathered
1374	Variable Rate:									19.2%	19.2%	
1375	1 Month		A8P	\$ 17.10						19.2%	19.2%	Grandfathered
1376	24 Months		A8P	\$ 17.10						19.2%	19.2%	Grandfathered
1377	48 Months		A8P	\$ 17.10						19.2%	19.2%	Grandfathered
1378	72 Months		A8P	\$ 17.10						19.2%	19.2%	Grandfathered
1379	96 Months		A8P	\$ 17.10						19.2%	19.2%	Grandfathered
1380										19.2%	19.2%	
1381	Dynamic Traffic Display:	GE 13.2.1.D.3.a								19.2%	19.2%	
1382	Display Units, 1 split	GE 13.2.1.D.3.a								19.2%	19.2%	
1383	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1384	Fixed Rate:				\$ 520.00					19.2%	19.2%	Grandfathered
1385	1 Month		A8M	\$ 865.00						19.2%	19.2%	Grandfathered
1386	24 Months		A8M	\$ 41.00						19.2%	19.2%	Grandfathered
1387	48 Months		A8M	\$ 22.00						19.2%	19.2%	Grandfathered
1388	72 Months		A8M	\$ 16.00						19.2%	19.2%	Grandfathered
1389	96 Months		A8M	\$ 13.00						19.2%	19.2%	Grandfathered
1390	Variable Rate:									19.2%	19.2%	
1391	1 Month		A8M	\$ 9.30						19.2%	19.2%	Grandfathered
1392	24 Months		A8M	\$ 9.30						19.2%	19.2%	Grandfathered
1393	48 Months		A8M	\$ 9.30						19.2%	19.2%	Grandfathered
1394	72 Months		A8M	\$ 9.30						19.2%	19.2%	Grandfathered
1395	96 Months		A8M	\$ 9.30						19.2%	19.2%	Grandfathered

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1396	Display controller, 1 per 20 units	GE 13.2.1.D.3.a								19.2%	19.2%	
1397	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1398	Fixed Rate:				\$ 790.00					19.2%	19.2%	Grandfathered
1399	1 Month		ABLUC	\$ 1,675.00						19.2%	19.2%	Grandfathered
1400	24 Months		ABLUC	\$ 79.50						19.2%	19.2%	Grandfathered
1401	48 Months		ABLUC	\$ 43.10						19.2%	19.2%	Grandfathered
1402	72 Months		ABLUC	\$ 31.20						19.2%	19.2%	Grandfathered
1403	96 Months		ABLUC	\$ 25.25						19.2%	19.2%	Grandfathered
1404	Variable Rate:									19.2%	19.2%	
1405	1 Month		ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1406	24 Months		ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1407	48 Months		ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1408	72 Months		ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1409	96 Months		ABLUC	\$ 12.35						19.2%	19.2%	Grandfathered
1410	Agent Status Display Console	GE 13.2.1.D.3.a								19.2%	19.2%	
1411	Fixed Rate:				\$ 800.00					19.2%	19.2%	Grandfathered
1412	1 Month		A9C	\$ 351.00						19.2%	19.2%	Grandfathered
1413	24 Months		A9C	\$ 16.65						19.2%	19.2%	Grandfathered
1414	48 Months		A9C	\$ 9.05						19.2%	19.2%	Grandfathered
1415	72 Months		A9C	\$ 5.50						19.2%	19.2%	Grandfathered
1416	96 Months		A9C	\$ 5.30						19.2%	19.2%	Grandfathered
1417	Variable Rate:									19.2%	19.2%	
1418	1 Month		A9C	\$ 18.25						19.2%	19.2%	Grandfathered
1419	24 Months		A9C	\$ 18.25						19.2%	19.2%	Grandfathered
1420	48 Months		A9C	\$ 18.25						19.2%	19.2%	Grandfathered
1421	72 Months		A9C	\$ 18.25						19.2%	19.2%	Grandfathered
1422	96 Months		A9C	\$ 18.25						19.2%	19.2%	Grandfathered
1423										19.2%	19.2%	
1424	Key Control & Alarm Console, up to 10 keys	GE 13.2.1.D.3.a								19.2%	19.2%	
1425	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1426	Fixed Rate:				\$ 560.00					19.2%	19.2%	Grandfathered
1427	1 Month		A8Q	\$ 369.00						19.2%	19.2%	Grandfathered
1428	24 Months		A8Q	\$ 17.50						19.2%	19.2%	Grandfathered
1429	48 Months		A8Q	\$ 9.50						19.2%	19.2%	Grandfathered
1430	72 Months		A8Q	\$ 6.90						19.2%	19.2%	Grandfathered
1431	96 Months		A8Q	\$ 5.55						19.2%	19.2%	Grandfathered
1432	Variable Rate:									19.2%	19.2%	
1433	1 Month		A8Q	\$ 6.55						19.2%	19.2%	Grandfathered
1434	24 Months		A8Q	\$ 6.55						19.2%	19.2%	Grandfathered
1435	48 Months		A8Q	\$ 6.55						19.2%	19.2%	Grandfathered
1436	72 Months		A8Q	\$ 6.55						19.2%	19.2%	Grandfathered
1437	96 Months		A8Q	\$ 6.55						19.2%	19.2%	Grandfathered
1438										19.2%	19.2%	
1439	Equipment for Service Supervising of Agent Console Position Circuits:	GE 13.2.1.D.3.a								19.2%	19.2%	
1440	Common Equipment, 1 per 72 consoles	GE 13.2.1.D.3.a								19.2%	19.2%	
1441	Fixed Rate:				\$ 480.00					19.2%	19.2%	Grandfathered
1442	1 Month		ABHCE	\$ 100.00						19.2%	19.2%	Grandfathered
1443	24 Months		ABHCE	\$ 4.75						19.2%	19.2%	Grandfathered
1444	48 Months		ABHCE	\$ 2.60						19.2%	19.2%	Grandfathered
1445	72 Months		ABHCE	\$ 1.90						19.2%	19.2%	Grandfathered
1446	96 Months		ABHCE	\$ 1.50						19.2%	19.2%	Grandfathered

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	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1447	Variable Rate:									19.2%	19.2%	
1448	1 Month		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1449	24 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1450	48 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1451	72 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1452	96 Months		ABHCE	\$ 1.80						19.2%	19.2%	Grandfathered
1453	Auxiliary Equipment, 1 per 24 consoles	GE 13.2.1.D.3.a								19.2%	19.2%	
1454	Fixed Rate:				\$ 420.00					19.2%	19.2%	Grandfathered
1455	1 Month		ABHAE	\$ 82.50						19.2%	19.2%	Grandfathered
1456	24 Months		ABHAE	\$ 3.95						19.2%	19.2%	Grandfathered
1457	48 Months		ABHAE	\$ 2.10						19.2%	19.2%	Grandfathered
1458	72 Months		ABHAE	\$ 1.55						19.2%	19.2%	Grandfathered
1459	96 Months		ABHAE	\$ 1.25						19.2%	19.2%	Grandfathered
1460	Variable Rate:									19.2%	19.2%	
1461	1 Month		ABHAE	\$ 1.60						19.2%	19.2%	Grandfathered
1462	24 Months		ABHAE	\$ 1.60						19.2%	19.2%	Grandfathered
1463	48 Months		ABHAE	\$ 1.60						19.2%	19.2%	Grandfathered
1464	72 Months		ABHAE	\$ 1.60						19.2%	19.2%	Grandfathered
1465	96 Months		ABHAE	\$ 1.80						19.2%	19.2%	Grandfathered
1466										19.2%	19.2%	
1467	Plan II Rates:	GE 13.2.1.D.3.b								19.2%	19.2%	
1468	Type B Common Equipment:									19.2%	19.2%	
1469	Premises Components/system	GE 13.2.1.D.3.b	A3P	\$ 69.50	\$ 2,300.00					19.2%	19.2%	Grandfathered
1470	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1471	Components per 72 consoles	GE 13.2.1.D.3.b	ABB	\$ 316.90	\$ 5,900.00					19.2%	19.2%	Grandfathered
1472	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1473										19.2%	19.2%	
1474	Attendant Positions, per agent or supervisory multibutton console	GE 13.2.1.D.3.b	ABC	\$ 22.05	\$ 400.00					19.2%	19.2%	Grandfathered
1475	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1476										19.2%	19.2%	
1477	Agent Emergency Alert Arrangement, with service supervising, 1 per 24 consoles	GE 13.2.1.D.3.b	A85AM	\$ 5.25	\$ 530.00					19.2%	19.2%	Grandfathered
1478	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1479										19.2%	19.2%	
1480	Calls Waiting Indication, 1 premises common per 72 consoles	GE 13.2.1.D.3.b	A8JCE	\$ 4.65	\$ 440.00					19.2%	19.2%	Grandfathered
1481	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1482										19.2%	19.2%	
1483	System Display & Control Equipment:	GE 13.2.1.D.3.b								19.2%	19.2%	
1484	Premises Components	GE 13.2.1.D.3.b	A8K	\$ 74.85	\$ 1,100.00					19.2%	19.2%	Grandfathered
1485	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1486	Optional Printer	GE 13.2.1.D.3.b	A8P	\$ 37.25	\$ 270.00					19.2%	19.2%	Grandfathered
1487	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1488										19.2%	19.2%	
1489	Dynamic Traffic Display:	GE 13.2.1.D.3.b								19.2%	19.2%	
1490	Display Units, 1 split	GE 13.2.1.D.3.b	A8M	\$ 33.55	\$ 520.00					19.2%	19.2%	Grandfathered

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1491	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1492	Display Controller, 1 per 20 units	GE 13.2.1.D.3.b	ABLUC	\$ 58.55	\$ 790.00					19.2%	19.2%	Grandfathered
1493	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1494										19.2%	19.2%	
1495	Agent Status Display Console	GE 13.2.1.D.3.b	A9C	\$ 30.00	\$ 800.00					19.2%	19.2%	Grandfathered
1496	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1497										19.2%	19.2%	
1498	Key Control & Alarm Console, up to 10 keys	GE 13.2.1.D.3.b	ABQ	\$ 17.90	\$ 560.00					19.2%	19.2%	Grandfathered
1499	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1500										19.2%	19.2%	
1501	Equipment for Service Supervising of Agent Console Position Circuits:	GE 13.2.1.D.3.b								19.2%	19.2%	
1502	Common Equipment, 1 per 72 consoles	GE 13.2.1.D.3.b	ABHCE	\$ 4.30	\$ 480.00					19.2%	19.2%	Grandfathered
1503	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1504	Auxiliary Equipment, 1 per 24 consoles	GE 13.2.1.D.3.b	ABHAE	\$ 3.45	\$ 420.00					19.2%	19.2%	Grandfathered
1505	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1506										19.2%	19.2%	
1507	ACD-ESS									19.2%	19.2%	
1508	Plans & Rates - Type C Service	GE 13.2.1.D.4								19.2%	19.2%	
1509	Cabinet A Assembly 50 consoles	GE 13.2.1.D.4								19.2%	19.2%	
1510	First Cabinet A		A21		\$ 6,100.00					19.2%	19.2%	Grandfathered
1511	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1512	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1513	1 Month		A21	\$ 22,299.00						19.2%	19.2%	Grandfathered
1514	36 Months		A21	\$ 734.10						19.2%	19.2%	Grandfathered
1515	60 Months		A21	\$ 477.75						19.2%	19.2%	Grandfathered
1516	84 Months		A21	\$ 369.20						19.2%	19.2%	Grandfathered
1517	120 Months		A21	\$ 289.55						19.2%	19.2%	Grandfathered
1518	Monthly Rate, Plan II		A21	\$ 921.55						19.2%	19.2%	Grandfathered
1519	Variable Monthly Rate, Plan I:		A21							19.2%	19.2%	
1520	1 Month		A21	\$ 165.35						19.2%	19.2%	Grandfathered
1521	36 Months		A21	\$ 165.35						19.2%	19.2%	Grandfathered
1522	60 Months		A21	\$ 165.35						19.2%	19.2%	Grandfathered
1523	84 Months		A21	\$ 165.35						19.2%	19.2%	Grandfathered
1524	120 Months		A21	\$ 165.35						19.2%	19.2%	Grandfathered
1525										19.2%	19.2%	
1526	Each Additional Cabinet A:	GE 13.2.1.D.4	A22		\$ 920.00					19.2%	19.2%	Grandfathered
1527	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1528	Fixed Monthly Rate, Plan I:		A22							19.2%	19.2%	
1529	1 Month		A22	\$ 21,329.05						19.2%	19.2%	Grandfathered
1530	36 Months		A22	\$ 702.20						19.2%	19.2%	Grandfathered
1531	60 Months		A22	\$ 456.95						19.2%	19.2%	Grandfathered
1532	84 Months		A22	\$ 353.15						19.2%	19.2%	Grandfathered
1533	120 Months		A22	\$ 276.95						19.2%	19.2%	Grandfathered
1534	Monthly Rate, Plan II		A22	\$ 849.70						19.2%	19.2%	Grandfathered
1535	Variable Monthly Rate, Plan I:		A22							19.2%	19.2%	
1536	1 Month		A22	\$ 136.80						19.2%	19.2%	Grandfathered
1537	36 Months		A22	\$ 136.80						19.2%	19.2%	Grandfathered
1538	60 Months		A22	\$ 136.80						19.2%	19.2%	Grandfathered
1539	84 Months		A22	\$ 136.80						19.2%	19.2%	Grandfathered
1540	120 Months		A22	\$ 136.80						19.2%	19.2%	Grandfathered

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT Missouri	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT Retail Price	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount		
3	SWBT Service Name			Monthly Recurring						Recurring	Non-Recurring	Comments
1541										19.2%	19.2%	
1542	Cabinet B Assembly 50 consoles	GE 13.2.1.D.4			\$ 1,200.00					19.2%	19.2%	Grandfathered
1543	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1544	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1545	1 Month		A2F	\$ 14,527.25						19.2%	19.2%	Grandfathered
1546	36 Months		A2F	\$ 478.25						19.2%	19.2%	Grandfathered
1547	60 Months		A2F	\$ 311.25						19.2%	19.2%	Grandfathered
1548	84 Months		A2F	\$ 240.55						19.2%	19.2%	Grandfathered
1549	120 Months		A2F	\$ 188.65						19.2%	19.2%	Grandfathered
1550	Monthly Rate, Plan II		A2F	\$ 577.15						19.2%	19.2%	Grandfathered
1551	Variable Monthly Rate, Plan I:		A2F							19.2%	19.2%	
1552	1 Month		A2F	\$ 70.75						19.2%	19.2%	Grandfathered
1553	36 Months		A2F	\$ 70.75						19.2%	19.2%	Grandfathered
1554	60 Months		A2F	\$ 70.75						19.2%	19.2%	Grandfathered
1555	84 Months		A2F	\$ 70.75						19.2%	19.2%	Grandfathered
1556	120 Months		A2F	\$ 70.75						19.2%	19.2%	Grandfathered
1557										19.2%	19.2%	
1558	Additional Line Circuit Carriers	GE 13.2.1.D.4			\$ 86.75					19.2%	19.2%	Grandfathered
1559	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1560	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1561	1 Month		A2L	\$ 2,502.25						19.2%	19.2%	Grandfathered
1562	36 Months		A2L	\$ 82.40						19.2%	19.2%	Grandfathered
1563	60 Months		A2L	\$ 53.60						19.2%	19.2%	Grandfathered
1564	84 Months		A2L	\$ 41.45						19.2%	19.2%	Grandfathered
1565	120 Months		A2L	\$ 32.50						19.2%	19.2%	Grandfathered
1566	Monthly Rate, Plan II		A2L	\$ 97.80						19.2%	19.2%	Grandfathered
1567	Variable Monthly Rate, Plan I:		A2L							19.2%	19.2%	
1568	1 Month		A2L	\$ 10.10						19.2%	19.2%	Grandfathered
1569	36 Months		A2L	\$ 10.10						19.2%	19.2%	Grandfathered
1570	60 Months		A2L	\$ 10.10						19.2%	19.2%	Grandfathered
1571	84 Months		A2L	\$ 10.10						19.2%	19.2%	Grandfathered
1572	120 Months		A2L	\$ 10.10						19.2%	19.2%	Grandfathered
1573										19.2%	19.2%	
1574	Consoles:	GE 13.2.1.D.4								19.2%	19.2%	
1575	10-button Agent	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1576	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1577	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1578	1 Month		A2G	\$ 721.55						19.2%	19.2%	Grandfathered
1579	36 Months		A2G	\$ 24.35						19.2%	19.2%	Grandfathered
1580	60 Months		A2G	\$ 15.45						19.2%	19.2%	Grandfathered
1581	84 Months		A2G	\$ 11.95						19.2%	19.2%	Grandfathered
1582	120 Months		A2G	\$ 9.35						19.2%	19.2%	Grandfathered
1583	Monthly Rate, Plan II		A2G	\$ 34.60						19.2%	19.2%	Grandfathered
1584	Variable Monthly Rate, Plan I:		A2G							19.2%	19.2%	
1585	1 Month		A2G	\$ 9.05						19.2%	19.2%	Grandfathered
1586	36 Months		A2G	\$ 9.05						19.2%	19.2%	Grandfathered
1587	60 Months		A2G	\$ 9.05						19.2%	19.2%	Grandfathered
1588	84 Months		A2G	\$ 9.05						19.2%	19.2%	Grandfathered
1589	120 Months		A2G	\$ 9.05						19.2%	19.2%	Grandfathered
1590										19.2%	19.2%	
1591	10-button Supervisor	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1592	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1593	1 Month		A2M	\$ 721.55						19.2%	19.2%	Grandfathered
1594	36 Months		A2M	\$ 24.35						19.2%	19.2%	Grandfathered
1595	60 Months		A2M	\$ 15.45						19.2%	19.2%	Grandfathered
1596	84 Months		A2M	\$ 11.95						19.2%	19.2%	Grandfathered

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1597	120 Months		A2M	\$ 9.35						19.2%	19.2%	Grandfathered
1598	Monthly Rate, Plan II		A2M	\$ 34.60						19.2%	19.2%	Grandfathered
1599	Variable Monthly Rate, Plan I:		A2M							19.2%	19.2%	
1600	1 Month		A2M	\$ 9.05						19.2%	19.2%	Grandfathered
1601	36 Months		A2M	\$ 9.05						19.2%	19.2%	Grandfathered
1602	60 Months		A2M	\$ 9.05						19.2%	19.2%	Grandfathered
1603	84 Months		A2M	\$ 9.05						19.2%	19.2%	Grandfathered
1604	120 Months		A2M	\$ 9.05						19.2%	19.2%	Grandfathered
1605										19.2%	19.2%	
1606	20-button Agent	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1607	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1608	1 Month		A2H	\$ 1,049.20						19.2%	19.2%	Grandfathered
1609	36 Months		A2H	\$ 34.55						19.2%	19.2%	Grandfathered
1610	60 Months		A2H	\$ 22.50						19.2%	19.2%	Grandfathered
1611	84 Months		A2H	\$ 17.35						19.2%	19.2%	Grandfathered
1612	120 Months		A2H	\$ 13.65						19.2%	19.2%	Grandfathered
1613	Monthly Rate, Plan II		A2H	\$ 49.80						19.2%	19.2%	Grandfathered
1614	Variable Monthly Rate, Plan I:		A2H							19.2%	19.2%	
1615	1 Month		A2H	\$ 12.90						19.2%	19.2%	Grandfathered
1616	36 Months		A2H	\$ 12.90						19.2%	19.2%	Grandfathered
1617	60 Months		A2H	\$ 12.90						19.2%	19.2%	Grandfathered
1618	84 Months		A2H	\$ 12.90						19.2%	19.2%	Grandfathered
1619	120 Months		A2H	\$ 12.90						19.2%	19.2%	Grandfathered
1620										19.2%	19.2%	
1621	20-button Supervisor	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1622	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1623	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1624	1 Month		A2N	\$ 1,049.20						19.2%	19.2%	Grandfathered
1625	36 Months		A2N	\$ 34.55						19.2%	19.2%	Grandfathered
1626	60 Months		A2N	\$ 22.50						19.2%	19.2%	Grandfathered
1627	84 Months		A2N	\$ 17.35						19.2%	19.2%	Grandfathered
1628	120 Months		A2N	\$ 13.65						19.2%	19.2%	Grandfathered
1629	Monthly Rate, Plan II		A2N	\$ 49.80						19.2%	19.2%	Grandfathered
1630	Variable Monthly Rate, Plan I:		A2N							19.2%	19.2%	
1631	1 Month		A2N	\$ 12.90						19.2%	19.2%	Grandfathered
1632	36 Months		A2N	\$ 12.90						19.2%	19.2%	Grandfathered
1633	60 Months		A2N	\$ 12.90						19.2%	19.2%	Grandfathered
1634	84 Months		A2N	\$ 12.90						19.2%	19.2%	Grandfathered
1635	120 Months		A2N	\$ 12.90						19.2%	19.2%	Grandfathered
1636										19.2%	19.2%	
1637	20-button Fixed Lamp Field, Agent	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1638	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1639	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1640	1 Month		A2J	\$ 1,138.40						19.2%	19.2%	Grandfathered
1641	36 Months		A2J	\$ 37.50						19.2%	19.2%	Grandfathered
1642	60 Months		A2J	\$ 24.40						19.2%	19.2%	Grandfathered
1643	84 Months		A2J	\$ 18.85						19.2%	19.2%	Grandfathered
1644	120 Months		A2J	\$ 14.80						19.2%	19.2%	Grandfathered
1645	Monthly Rate, Plan II		A2J	\$ 53.90						19.2%	19.2%	Grandfathered
1646	Variable Monthly Rate, Plan I:		A2J							19.2%	19.2%	
1647	1 Month		A2J	\$ 13.95						19.2%	19.2%	Grandfathered
1648	36 Months		A2J	\$ 13.95						19.2%	19.2%	Grandfathered
1649	60 Months		A2J	\$ 13.95						19.2%	19.2%	Grandfathered
1650	84 Months		A2J	\$ 13.95						19.2%	19.2%	Grandfathered
1651	120 Months		A2J	\$ 13.95						19.2%	19.2%	Grandfathered
1652										19.2%	19.2%	

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1653	20-button Fixed Lamp Field, Supervisor	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1654	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1655	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1656	1 Month		A2P	\$ 1,138.40						19.2%	19.2%	Grandfathered
1657	36 Months		A2P	\$ 37.50						19.2%	19.2%	Grandfathered
1658	60 Months		A2P	\$ 24.40						19.2%	19.2%	Grandfathered
1659	84 Months		A2P	\$ 18.85						19.2%	19.2%	Grandfathered
1660	120 Months		A2P	\$ 14.80						19.2%	19.2%	Grandfathered
1661	Monthly Rate, Plan II		A2P	\$ 53.90						19.2%	19.2%	Grandfathered
1662	Variable Monthly Rate, Plan I:		A2P							19.2%	19.2%	
1663	1 Month		A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1664	36 Months		A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1665	60 Months		A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1666	84 Months		A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1667	120 Months		A2P	\$ 13.95						19.2%	19.2%	Grandfathered
1668										19.2%	19.2%	
1669	20-button Alphanumeric Field, Agent	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1670	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1671	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1672	1 Month		A2K	\$ 1,858.25						19.2%	19.2%	Grandfathered
1673	36 Months		A2K	\$ 61.15						19.2%	19.2%	Grandfathered
1674	60 Months		A2K	\$ 39.80						19.2%	19.2%	Grandfathered
1675	84 Months		A2K	\$ 30.75						19.2%	19.2%	Grandfathered
1676	120 Months		A2K	\$ 24.15						19.2%	19.2%	Grandfathered
1677	Monthly Rate, Plan II		A2K	\$ 88.10						19.2%	19.2%	Grandfathered
1678	Variable Monthly Rate, Plan I:		A2K							19.2%	19.2%	
1679	1 Month		A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1680	36 Months		A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1681	60 Months		A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1682	84 Months		A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1683	120 Months		A2K	\$ 23.10						19.2%	19.2%	Grandfathered
1684										19.2%	19.2%	
1685	20-button Alphanumeric Field, Supervisor	GE 13.2.1.D.4			\$ 229.00					19.2%	19.2%	Grandfathered
1686	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1687	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1688	1 Month		A2V	\$ 1,858.25						19.2%	19.2%	Grandfathered
1689	36 Months		A2V	\$ 61.15						19.2%	19.2%	Grandfathered
1690	60 Months		A2V	\$ 39.80						19.2%	19.2%	Grandfathered
1691	84 Months		A2V	\$ 30.75						19.2%	19.2%	Grandfathered
1692	120 Months		A2V	\$ 24.15						19.2%	19.2%	Grandfathered
1693	Monthly Rate, Plan II		A2V	\$ 88.10						19.2%	19.2%	Grandfathered
1694	Variable Monthly Rate, Plan I:		A2V							19.2%	19.2%	
1695	1 Month		A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1696	36 Months		A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1697	60 Months		A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1698	84 Months		A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1699	120 Months		A2V	\$ 23.10						19.2%	19.2%	Grandfathered
1700										19.2%	19.2%	
1701	Basic Common Equipment, 1st 200 consoles & 14 CRTs:	GE 13.2.1.D.4			\$ 5,300.00					19.2%	19.2%	Grandfathered
1702	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1703	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1704	1 Month		A5CCE	\$ 88,087.65						19.2%	19.2%	Grandfathered
1705	36 Months		A5CCE	\$ 2,899.95						19.2%	19.2%	Grandfathered
1706	60 Months		A5CCE	\$ 1,887.20						19.2%	19.2%	Grandfathered
1707	84 Months		A5CCE	\$ 1,458.50						19.2%	19.2%	Grandfathered
1708	120 Months		A5CCE	\$ 1,143.80						19.2%	19.2%	Grandfathered

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1709	Monthly Rate, Plan II		A5CCE	\$ 4,030.40						19.2%	19.2%	Grandfathered
1710	Variable Monthly Rate, Plan I:		A5CCE							19.2%	19.2%	
1711	1 Month		A5CCE	\$ 956.65						19.2%	19.2%	Grandfathered
1712	36 Months		A5CCE	\$ 956.65						19.2%	19.2%	Grandfathered
1713	60 Months		A5CCE	\$ 956.65						19.2%	19.2%	Grandfathered
1714	84 Months		A5CCE	\$ 956.65						19.2%	19.2%	Grandfathered
1715	120 Months		A5CCE	\$ 956.65						19.2%	19.2%	Grandfathered
1716										19.2%	19.2%	
1717	Add. Equipment 200+ consoles	GE 13.2.1.D.4			\$ 90.75					19.2%	19.2%	Grandfathered
1718	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1719	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1720	1 Month		A5CAC	\$ 18,000.60						19.2%	19.2%	Grandfathered
1721	36 Months		A5CAC	\$ 592.60						19.2%	19.2%	Grandfathered
1722	60 Months		A5CAC	\$ 385.65						19.2%	19.2%	Grandfathered
1723	84 Months		A5CAC	\$ 298.05						19.2%	19.2%	Grandfathered
1724	120 Months		A5CAC	\$ 233.75						19.2%	19.2%	Grandfathered
1725	Monthly Rate, Plan II		A5CAC	\$ 863.40						19.2%	19.2%	Grandfathered
1726	Variable Monthly Rate, Plan I:		A5CAC							19.2%	19.2%	
1727	1 Month		A5CAC	\$ 238.00						19.2%	19.2%	Grandfathered
1728	36 Months		A5CAC	\$ 238.00						19.2%	19.2%	Grandfathered
1729	60 Months		A5CAC	\$ 238.00						19.2%	19.2%	Grandfathered
1730	84 Months		A5CAC	\$ 238.00						19.2%	19.2%	Grandfathered
1731	120 Months		A5CAC	\$ 238.00						19.2%	19.2%	Grandfathered
1732										19.2%	19.2%	
1733	Disk Equip., up to 350 consoles	GE 13.2.1.D.4			\$ 124.50					19.2%	19.2%	Grandfathered
1734	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1735	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1736	1 Month		A5CAA	\$ 32,504.25						19.2%	19.2%	Grandfathered
1737	36 Months		A5CAA	\$ 1,070.05						19.2%	19.2%	Grandfathered
1738	60 Months		A5CAA	\$ 696.40						19.2%	19.2%	Grandfathered
1739	84 Months		A5CAA	\$ 538.20						19.2%	19.2%	Grandfathered
1740	120 Months		A5CAA	\$ 422.05						19.2%	19.2%	Grandfathered
1741	Monthly Rate, Plan II		A5CAA	\$ 1,791.35						19.2%	19.2%	Grandfathered
1742	Variable Monthly Rate, Plan I:		A5CAA							19.2%	19.2%	
1743	1 Month		A5CAA	\$ 663.00						19.2%	19.2%	Grandfathered
1744	36 Months		A5CAA	\$ 663.00						19.2%	19.2%	Grandfathered
1745	60 Months		A5CAA	\$ 663.00						19.2%	19.2%	Grandfathered
1746	84 Months		A5CAA	\$ 663.00						19.2%	19.2%	Grandfathered
1747	120 Months		A5CAA	\$ 663.00						19.2%	19.2%	Grandfathered
1748										19.2%	19.2%	
1749	Disk Equip., 350+ consoles	GE 13.2.1.D.4			\$ 45.50					19.2%	19.2%	Grandfathered
1750	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1751	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1752	1 Month		A5CAD	\$ 80,953.75						19.2%	19.2%	Grandfathered
1753	36 Months		A5CAD	\$ 2,665.10						19.2%	19.2%	Grandfathered
1754	60 Months		A5CAD	\$ 1,734.40						19.2%	19.2%	Grandfathered
1755	84 Months		A5CAD	\$ 1,340.40						19.2%	19.2%	Grandfathered
1756	120 Months		A5CAD	\$ 10,511.20						19.2%	19.2%	Grandfathered
1757	Monthly Rate, Plan II		A5CAD	\$ 3,601.95						19.2%	19.2%	Grandfathered
1758	Variable Monthly Rate, Plan I:		A5CAD							19.2%	19.2%	
1759	1 Month		A5CAD	\$ 793.80						19.2%	19.2%	Grandfathered
1760	36 Months		A5CAD	\$ 793.80						19.2%	19.2%	Grandfathered
1761	60 Months		A5CAD	\$ 793.80						19.2%	19.2%	Grandfathered
1762	84 Months		A5CAD	\$ 793.80						19.2%	19.2%	Grandfathered
1763	120 Months		A5CAD	\$ 793.80						19.2%	19.2%	Grandfathered
1764										19.2%	19.2%	

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

1	A	B	C	E	F	G	H	I	J	K	L	M
2	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1765	Cabinet C Assembly, per 6 Data Links	GE 13.2.1.D.4			\$ 415.50					19.2%	19.2%	Grandfathered
1766	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1767	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1768	1 Month		A5EAS	\$ 4,478.60						19.2%	19.2%	Grandfathered
1769	36 Months		A5EAS	\$ 147.45						19.2%	19.2%	Grandfathered
1770	60 Months		A5EAS	\$ 95.95						19.2%	19.2%	Grandfathered
1771	84 Months		A5EAS	\$ 74.15						19.2%	19.2%	Grandfathered
1772	120 Months		A5EAS	\$ 58.15						19.2%	19.2%	Grandfathered
1773	Monthly Rate, Plan II		A5EAS	\$ 180.05						19.2%	19.2%	Grandfathered
1774	Variable Monthly Rate, Plan I:		A5EAS							19.2%	19.2%	
1775	1 Month		A5EAS	\$ 22.30						19.2%	19.2%	Grandfathered
1776	36 Months		A5EAS	\$ 22.30						19.2%	19.2%	Grandfathered
1777	60 Months		A5EAS	\$ 22.30						19.2%	19.2%	Grandfathered
1778	84 Months		A5EAS	\$ 22.30						19.2%	19.2%	Grandfathered
1779	120 Months		A5EAS	\$ 22.30						19.2%	19.2%	Grandfathered
1780										19.2%	19.2%	
1781	Data Link Termination per AEMIS Data Link	GE 13.2.1.D.4			\$ 74.00					19.2%	19.2%	Grandfathered
1782	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1783	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1784	1 Month		A5ETE	\$ 804.10						19.2%	19.2%	Grandfathered
1785	36 Months		A5ETE	\$ 26.45						19.2%	19.2%	Grandfathered
1786	60 Months		A5ETE	\$ 17.25						19.2%	19.2%	Grandfathered
1787	84 Months		A5ETE	\$ 13.30						19.2%	19.2%	Grandfathered
1788	120 Months		A5ETE	\$ 10.45						19.2%	19.2%	Grandfathered
1789	Monthly Rate, Plan II		A5ETE	\$ 34.60						19.2%	19.2%	Grandfathered
1790	Variable Monthly Rate, Plan I:		A5ETE							19.2%	19.2%	
1791	1 Month		A5ETE	\$ 9.90						19.2%	19.2%	Grandfathered
1792	36 Months		A5ETE	\$ 9.90						19.2%	19.2%	Grandfathered
1793	60 Months		A5ETE	\$ 9.90						19.2%	19.2%	Grandfathered
1794	84 Months		A5ETE	\$ 9.90						19.2%	19.2%	Grandfathered
1795	120 Months		A5ETE	\$ 9.90						19.2%	19.2%	Grandfathered
1796										19.2%	19.2%	
1797	Common Equipment for CRT	GE 13.2.1.D.4			\$ 379.00					19.2%	19.2%	Grandfathered
1798	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1799	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1800	1 Month		A5DCE	\$ 841.60						19.2%	19.2%	Grandfathered
1801	36 Months		A5DCE	\$ 27.70						19.2%	19.2%	Grandfathered
1802	60 Months		A5DCE	\$ 18.05						19.2%	19.2%	Grandfathered
1803	84 Months		A5DCE	\$ 13.95						19.2%	19.2%	Grandfathered
1804	120 Months		A5DCE	\$ 10.95						19.2%	19.2%	Grandfathered
1805	Monthly Rate, Plan II		A5DCE	\$ 36.75						19.2%	19.2%	Grandfathered
1806	Variable Monthly Rate, Plan I:		A5DCE							19.2%	19.2%	
1807	1 Month		A5DCE	\$ 8.05						19.2%	19.2%	Grandfathered
1808	36 Months		A5DCE	\$ 8.05						19.2%	19.2%	Grandfathered
1809	60 Months		A5DCE	\$ 8.05						19.2%	19.2%	Grandfathered
1810	84 Months		A5DCE	\$ 8.05						19.2%	19.2%	Grandfathered
1811	120 Months		A5DCE	\$ 8.05						19.2%	19.2%	Grandfathered
1812										19.2%	19.2%	
1813	1st Black & White CRT	GE 13.2.1.D.4			\$ 71.00					19.2%	19.2%	Grandfathered
1814	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1815	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1816	1 Month		A5DBW	\$ 4,726.70						19.2%	19.2%	Grandfathered
1817	36 Months		A5DBW	\$ 155.60						19.2%	19.2%	Grandfathered
1818	60 Months		A5DBW	\$ 101.25						19.2%	19.2%	Grandfathered
1819	84 Months		A5DBW	\$ 78.25						19.2%	19.2%	Grandfathered
1820	120 Months		A5DBW	\$ 61.40						19.2%	19.2%	Grandfathered

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sec, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1821	Monthly Rate, Plan II		A5DBW	\$ 182.75						19.2%	19.2%	Grandfathered
1822	Variable Monthly Rate, Plan I:		A5DBW							19.2%	19.2%	
1823	1 Month		A5DBW	\$ 18.10						19.2%	19.2%	Grandfathered
1824	36 Months		A5DBW	\$ 18.10						19.2%	19.2%	Grandfathered
1825	60 Months		A5DBW	\$ 18.10						19.2%	19.2%	Grandfathered
1826	84 Months		A5DBW	\$ 18.10						19.2%	19.2%	Grandfathered
1827	120 Months		A5DBW	\$ 18.10						19.2%	19.2%	Grandfathered
1828										19.2%	19.2%	
1829	1st Color CRT	GE 13.2.1.D.4			\$ 71.00					19.2%	19.2%	Grandfathered
1830	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1831	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1832	1 Month		A5DCL	\$ 8,399.20						19.2%	19.2%	Grandfathered
1833	36 Months		A5DCL	\$ 276.50						19.2%	19.2%	Grandfathered
1834	60 Months		A5DCL	\$ 179.95						19.2%	19.2%	Grandfathered
1835	84 Months		A5DCL	\$ 139.05						19.2%	19.2%	Grandfathered
1836	120 Months		A5DCL	\$ 109.05						19.2%	19.2%	Grandfathered
1837	Monthly Rate, Plan II		A5DCL	\$ 323.85						19.2%	19.2%	Grandfathered
1838	Variable Monthly Rate, Plan I:		A5DCL							19.2%	19.2%	
1839	1 Month		A5DCL	\$ 31.85						19.2%	19.2%	Grandfathered
1840	36 Months		A5DCL	\$ 31.85						19.2%	19.2%	Grandfathered
1841	60 Months		A5DCL	\$ 31.85						19.2%	19.2%	Grandfathered
1842	84 Months		A5DCL	\$ 31.85						19.2%	19.2%	Grandfathered
1843	120 Months		A5DCL	\$ 31.85						19.2%	19.2%	Grandfathered
1844										19.2%	19.2%	
1845	Black & White CRTs, each	GE 13.2.1.D.4			\$ 343.50					19.2%	19.2%	Grandfathered
1846	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1847	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1848	1 Month		A5H	\$ 4,772.20						19.2%	19.2%	Grandfathered
1849	36 Months		A5H	\$ 157.10						19.2%	19.2%	Grandfathered
1850	60 Months		A5H	\$ 102.25						19.2%	19.2%	Grandfathered
1851	84 Months		A5H	\$ 79.00						19.2%	19.2%	Grandfathered
1852	120 Months		A5H	\$ 61.95						19.2%	19.2%	Grandfathered
1853	Monthly Rate, Plan II		A5H	\$ 230.20						19.2%	19.2%	Grandfathered
1854	Variable Monthly Rate, Plan I:		A5H							19.2%	19.2%	
1855	1 Month		A5H	\$ 62.80						19.2%	19.2%	Grandfathered
1856	36 Months		A5H	\$ 62.80						19.2%	19.2%	Grandfathered
1857	60 Months		A5H	\$ 62.80						19.2%	19.2%	Grandfathered
1858	84 Months		A5H	\$ 62.80						19.2%	19.2%	Grandfathered
1859	120 Months		A5H	\$ 62.80						19.2%	19.2%	Grandfathered
1860										19.2%	19.2%	
1861	Color CRT, each	GE 13.2.1.D.4			\$ 343.50					19.2%	19.2%	Grandfathered
1862	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1863	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1864	1 Month		A5J	\$ 8,767.35						19.2%	19.2%	Grandfathered
1865	36 Months		A5J	\$ 288.65						19.2%	19.2%	Grandfathered
1866	60 Months		A5J	\$ 187.85						19.2%	19.2%	Grandfathered
1867	84 Months		A5J	\$ 145.15						19.2%	19.2%	Grandfathered
1868	120 Months		A5J	\$ 113.85						19.2%	19.2%	Grandfathered
1869	Monthly Rate, Plan II		A5J	\$ 380.85						19.2%	19.2%	Grandfathered
1870	Variable Monthly Rate, Plan I:		A5J							19.2%	19.2%	
1871	1 Month		A5J	\$ 74.85						19.2%	19.2%	Grandfathered
1872	36 Months		A5J	\$ 74.85						19.2%	19.2%	Grandfathered
1873	60 Months		A5J	\$ 74.85						19.2%	19.2%	Grandfathered
1874	84 Months		A5J	\$ 74.85						19.2%	19.2%	Grandfathered
1875	120 Months		A5J	\$ 74.85						19.2%	19.2%	Grandfathered
1876										19.2%	19.2%	

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	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1877	Emergency Alert Arrangement:	GE 13.2.1.D.4								19.2%	19.2%	
1878	Per 25 Consoles, Alert	GE 13.2.1.D.4			\$ 74.00					19.2%	19.2%	Grandfathered
1879	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1880	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1881	1 Month		A85AA	\$ 483.55						19.2%	19.2%	Grandfathered
1882	36 Months		A85AA	\$ 15.90						19.2%	19.2%	Grandfathered
1883	60 Months		A85AA	\$ 10.35						19.2%	19.2%	Grandfathered
1884	84 Months		A85AA	\$ 8.00						19.2%	19.2%	Grandfathered
1885	120 Months		A85AA	\$ 6.30						19.2%	19.2%	Grandfathered
1886	Monthly Rate, Plan II		A85AA	\$ 21.35						19.2%	19.2%	Grandfathered
1887	Variable Monthly Rate, Plan I:		A85AA							19.2%	19.2%	
1888	1 Month		A85AA	\$ 5.80						19.2%	19.2%	Grandfathered
1889	36 Months		A85AA	\$ 5.80						19.2%	19.2%	Grandfathered
1890	60 Months		A85AA	\$ 5.80						19.2%	19.2%	Grandfathered
1891	84 Months		A85AA	\$ 5.80						19.2%	19.2%	Grandfathered
1892	120 Months		A85AA	\$ 5.80						19.2%	19.2%	Grandfathered
1893										19.2%	19.2%	
1894	Per 25 Consoles, Alert only or Supervising	GE 13.2.1.D.4			\$ 74.00					19.2%	19.2%	Grandfathered
1895	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1896	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1897	1 Month		A85AS	\$ 244.85						19.2%	19.2%	Grandfathered
1898	36 Months		A85AS	\$ 8.05						19.2%	19.2%	Grandfathered
1899	60 Months		A85AS	\$ 5.25						19.2%	19.2%	Grandfathered
1900	84 Months		A85AS	\$ 4.05						19.2%	19.2%	Grandfathered
1901	120 Months		A85AS	\$ 3.20						19.2%	19.2%	Grandfathered
1902	Monthly Rate, Plan II		A85AS	\$ 15.25						19.2%	19.2%	Grandfathered
1903	Variable Monthly Rate, Plan I:		A85AS							19.2%	19.2%	
1904	1 Month		A85AS	\$ 5.85						19.2%	19.2%	Grandfathered
1905	36 Months		A85AS	\$ 5.85						19.2%	19.2%	Grandfathered
1906	60 Months		A85AS	\$ 5.85						19.2%	19.2%	Grandfathered
1907	84 Months		A85AS	\$ 5.85						19.2%	19.2%	Grandfathered
1908	120 Months		A85AS	\$ 5.85						19.2%	19.2%	Grandfathered
1909										19.2%	19.2%	
1910	Service Supervising of Agent Console	GE 13.2.1.D.4								19.2%	19.2%	
1911	Per 25 consoles	GE 13.2.1.D.4			\$ 74.00					19.2%	19.2%	Grandfathered
1912	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1913	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1914	1 Month		A8HSS	\$ 244.85						19.2%	19.2%	Grandfathered
1915	36 Months		A8HSS	\$ 8.05						19.2%	19.2%	Grandfathered
1916	60 Months		A8HSS	\$ 5.25						19.2%	19.2%	Grandfathered
1917	84 Months		A8HSS	\$ 4.05						19.2%	19.2%	Grandfathered
1918	120 Months		A8HSS	\$ 3.20						19.2%	19.2%	Grandfathered
1919	Monthly Rate, Plan II		A8HSS	\$ 15.25						19.2%	19.2%	Grandfathered
1920	Variable Monthly Rate, Plan I:		A8HSS							19.2%	19.2%	
1921	1 Month		A8HSS	\$ 5.85						19.2%	19.2%	Grandfathered
1922	36 Months		A8HSS	\$ 5.85						19.2%	19.2%	Grandfathered
1923	60 Months		A8HSS	\$ 5.85						19.2%	19.2%	Grandfathered
1924	84 Months		A8HSS	\$ 5.85						19.2%	19.2%	Grandfathered
1925	120 Months		A8HSS	\$ 5.85						19.2%	19.2%	Grandfathered
1926										19.2%	19.2%	
1927	Per Service Supervising Trunk	GE 13.2.1.D.4			\$ 74.00					19.2%	19.2%	Grandfathered
1928	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1929	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1930	1 Month		A8HCU	\$ 270.65						19.2%	19.2%	Grandfathered
1931	36 Months		A8HCU	\$ 8.90						19.2%	19.2%	Grandfathered
1932	60 Months		A8HCU	\$ 5.80						19.2%	19.2%	Grandfathered

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

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1933	84 Months		A8HCU	\$ 4.50						19.2%	19.2%	Grandfathered
1934	120 Months		A8HCU	\$ 3.50						19.2%	19.2%	Grandfathered
1935	Monthly Rate, Plan I:		A8HCU	\$ 12.45						19.2%	19.2%	Grandfathered
1936	Variable Monthly Rate, Plan I:		A8HCU							19.2%	19.2%	
1937	1 Month		A8HCU	\$ 3.85						19.2%	19.2%	Grandfathered
1938	36 Months		A8HCU	\$ 3.85						19.2%	19.2%	Grandfathered
1939	60 Months		A8HCU	\$ 3.85						19.2%	19.2%	Grandfathered
1940	84 Months		A8HCU	\$ 3.85						19.2%	19.2%	Grandfathered
1941	120 Months		A8HCU	\$ 3.85						19.2%	19.2%	Grandfathered
1942										19.2%	19.2%	
1943	Agent Status Display Console	GE 13.2.1.D.4								19.2%	19.2%	
1944	First 3 Consoles, each	GE 13.2.1.D.4			\$ 300.00					19.2%	19.2%	Grandfathered
1945	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1946	Fixed Monthly Rate, Plan I:									19.2%	19.2%	
1947	1 Month		A3X	\$ 906.90						19.2%	19.2%	Grandfathered
1948	36 Months		A3X	\$ 29.85						19.2%	19.2%	Grandfathered
1949	60 Months		A3X	\$ 19.45						19.2%	19.2%	Grandfathered
1950	84 Months		A3X	\$ 15.00						19.2%	19.2%	Grandfathered
1951	120 Months		A3X	\$ 11.75						19.2%	19.2%	Grandfathered
1952	Monthly Rate, Plan II		A3X	\$ 40.60						19.2%	19.2%	Grandfathered
1953	Variable Monthly Rate, Plan I:		A3X							19.2%	19.2%	
1954	1 Month		A3X	\$ 6.85						19.2%	19.2%	Grandfathered
1955	36 Months		A3X	\$ 6.85						19.2%	19.2%	Grandfathered
1956	60 Months		A3X	\$ 6.85						19.2%	19.2%	Grandfathered
1957	84 Months		A3X	\$ 6.85						19.2%	19.2%	Grandfathered
1958	120 Months		A3X	\$ 6.85						19.2%	19.2%	Grandfathered
1959										19.2%	19.2%	
1960	Each Additional Console	GE 13.2.1.D.4			\$ 300.00					19.2%	19.2%	Grandfathered
1961	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1962	1 Month		A3Y	\$ 906.90						19.2%	19.2%	Grandfathered
1963	36 Months		A3Y	\$ 29.85						19.2%	19.2%	Grandfathered
1964	60 Months		A3Y	\$ 19.45						19.2%	19.2%	Grandfathered
1965	84 Months		A3Y	\$ 15.00						19.2%	19.2%	Grandfathered
1966	120 Months		A3Y	\$ 11.75						19.2%	19.2%	Grandfathered
1967	Monthly Rate, Plan II		A3Y	\$ 40.60						19.2%	19.2%	Grandfathered
1968	Variable Monthly Rate, Plan I:		A3Y							19.2%	19.2%	
1969	1 Month		A3Y	\$ 6.85						19.2%	19.2%	Grandfathered
1970	36 Months		A3Y	\$ 6.85						19.2%	19.2%	Grandfathered
1971	60 Months		A3Y	\$ 6.85						19.2%	19.2%	Grandfathered
1972	84 Months		A3Y	\$ 6.85						19.2%	19.2%	Grandfathered
1973	120 Months		A3Y	\$ 6.85						19.2%	19.2%	Grandfathered
1974										19.2%	19.2%	
1975	System Display & Control Features,									19.2%	19.2%	
1976	Key Control & Alarm Console	GE 13.2.1.D.4	A4N		\$ 392.50					19.2%	19.2%	Grandfathered
1977										19.2%	19.2%	NOTE: \$6.00 S&E charge applies when
1978										19.2%	19.2%	provided subsequent to initial installation of
1979										19.2%	19.2%	ACD-ESS Type C System. if sub to init install.
1980	Svc & Equipment				\$ 6.00					19.2%	19.2%	Grandfathered
1981										19.2%	19.2%	
1982	Fixed Monthly Rate, Plan I:									19.2%	19.2%	Grandfathered
1983	1 Month			\$ 568.45						19.2%	19.2%	Grandfathered
1984	36 Months			\$ 18.70						19.2%	19.2%	Grandfathered
1985	60 Months			\$ 12.20						19.2%	19.2%	Grandfathered
1986	84 Months			\$ 9.40						19.2%	19.2%	Grandfathered
1987	120 Months			\$ 7.40						19.2%	19.2%	Grandfathered
1988	Monthly Rate, Plan II			\$ 29.95						19.2%	19.2%	Grandfathered

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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1989	Variable Monthly Rate, Plan I:									19.2%	19.2%	
1990	1 Month			\$ 6.95						19.2%	19.2%	Grandfathered
1991	36 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1992	60 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1993	84 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1994	120 Months			\$ 6.95						19.2%	19.2%	Grandfathered
1995										19.2%	19.2%	
1996	Call Waiting Indication,									19.2%	19.2%	
1997	Common Equip. per 24 timing states	GE 13.2.1.D.4	A4PCE		\$ 175.00					19.2%	19.2%	Grandfathered
1998	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
1999	Fixed Monthly Rate, Plan I - Installation:									19.2%	19.2%	
2000	1 Month			\$ 553.60						19.2%	19.2%	Grandfathered
2001	36 Months			\$ 18.25						19.2%	19.2%	Grandfathered
2002	60 Months			\$ 11.85						19.2%	19.2%	Grandfathered
2003	84 Months			\$ 9.15						19.2%	19.2%	Grandfathered
2004	120 Months			\$ 7.20						19.2%	19.2%	Grandfathered
2005	Monthly Rate, Plan II			\$ 25.30						19.2%	19.2%	Grandfathered
2006	Variable Monthly Rate, Plan I:									19.2%	19.2%	
2007	1 Month			\$ 6.65						19.2%	19.2%	Grandfathered
2008	36 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2009	60 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2010	84 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2011	120 Months			\$ 6.65						19.2%	19.2%	Grandfathered
2012										19.2%	19.2%	
2013	Apartment Door Answering	GE 13.3								19.2%	19.2%	A
2014	Common Equip. (AXT), max of 400 terminations in 4 entrances, incl. facilities betw. lobby and co.	GE 13.3.3	PVLVL	\$ 192.10	\$ 200.00					19.2%	19.2%	Grandfathered
2015	Common Equip. (AXT), max of 400 terminations in 4 entrances, incl. facilities betw. lobby and co.	GE 13.3.3	PVLSL	\$ 192.10	\$ 200.00					19.2%	19.2%	
2016	Svc & Equipment				\$ 5.50					19.2%	19.2%	Grandfathered
2017										19.2%	19.2%	
2018										19.2%	19.2%	
2019	Busy-Out Arrangement	GE 13.4								19.2%	19.2%	
2020										19.2%	19.2%	
2021	Rotary Number Group									19.2%	19.2%	
2022	Control Equipment at CO	GE 13.4	P89	\$ 21.50	\$ 5.00					19.2%	19.2%	
2023	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2024	Signaling Channel	GE 13.4								19.2%	19.2%	*As specified in Private Line Service Tariff.
2025	Change in point of break	GE 13.4			\$ 5.00					19.2%	19.2%	
2026	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2027										19.2%	19.2%	
2028	DID/ALOD Service	GE 13.7								19.2%	19.2%	
2029										19.2%	19.2%	
2030	Direct Inward Dialing Service to Customer Premises Located Switching Systems:	GE 13.7.1								19.2%	19.2%	
2031	First 100 DID #s assigned	GE 13.7.1.B	NEB	\$ 23.50	\$ 165.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2032	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2033	Each add. 100 #s assigned over initial 100 block	GE 13.7.1.B	NEC	\$ 23.50	\$ 165.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change.
2034	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2035	First 10 DID #s assigned	GE 13.7.1.B	NDZ	\$ 5.00	\$ 165.00					19.2%	19.2%	All rates are (NR).
2036	Svc & Equipment				\$ 5.50					19.2%	19.2%	

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2037	Each add. 10 DID #s assigned over initial block	GE 13.7.1.B	NDA	\$ 5.00	\$ 10.00					19.2%	19.2%	Installation charge does not apply when customer moves within same central office with no number change. Monthly rate and installation charge are (NR).
2038	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2039	Removal of # from DID Block, per DID #	GE 13.7.1.B	REAHZ		\$ 10.00					19.2%	19.2%	
2040	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2041										19.2%	19.2%	
2042	DID Trunk termination:									19.2%	19.2%	
2043	With Dial Pulse Signal, per trunk	GE 13.7.1.B	NDT	\$ 47.10	\$ 15.75					19.2%	19.2%	
2044	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2045	With Multi-frequency Signal	GE 13.7.1.B	NTP	\$ 47.10	\$ 15.75					19.2%	19.2%	
2046	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2047	With Dual Tone Multi-frequency Signal	GE 13.7.1.B	NMD	\$ 47.10	\$ 138.00					19.2%	19.2%	
2048	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2049										19.2%	19.2%	
2050	A/D Service from Customer Premises:	GE 13.7.2								19.2%	19.2%	
2051	First 10 trunks or Network Access Lines in Group,									19.2%	19.2%	
2052	minimum charge	GE 13.7.2.B	NDK	\$ 345.75	\$ 262.50					19.2%	19.2%	See Private Line Service Tariff for rates applicable to data channel Type 322.
2053	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2054	11-50 Trunks or Network Access Lines in group,									19.2%	19.2%	
2055	per trunk or line	GE 13.7.2.B	NDL	\$ 27.15	\$ 26.25					19.2%	19.2%	
2056	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2057										19.2%	19.2%	
2058	51+ Trunks or Network Access Lines in group,									19.2%	19.2%	
2059	per trunk or line	GE 13.7.2.B	NDM	\$ 27.15	\$ 26.25					19.2%	19.2%	
2060	Svc & Equipment				\$ 5.50					19.2%	19.2%	
2061										19.2%	19.2%	
2062	Heavy Radar Internal Comm. Sys.	GE 13.9								19.2%	19.2%	
2063	InterComLine Unit		1Z1	\$ 1.95						19.2%	19.2%	Grandfathered
2064	Two Wire Priv. Line Circuit, Ringdown Signaling		EDL	\$ 3.95						19.2%	19.2%	Grandfathered
2065	PBX Station Line Termination		UYV	\$ 1.90						19.2%	19.2%	Grandfathered
2066										19.2%	19.2%	
2067	Group Alerting and Dispatching									19.2%	19.2%	
2068	Line Amplifier per line	GE 13.10.2								19.2%	19.2%	
2069										19.2%	19.2%	
2070	Large Systems - Common Equip	GE 13.10.2								19.2%	19.2%	
2071	Initial One - Cent. Off Serving Dispatch Station		56V	\$ 151.65						19.2%	19.2%	
2072	Single-group System									19.2%	19.2%	
2073	Installation/Move Charges				\$ 100.00					19.2%	19.2%	
2074	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2075	Multi Group System		6EF	\$ 202.05						19.2%	19.2%	
2076	Installation/Move Charges				\$ 200.00					19.2%	19.2%	
2077	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2078	Add. Serv. Off. Single or Multi Grp. Offices									19.2%	19.2%	
2079	each serving office		56W	\$ 131.80						19.2%	19.2%	
2080	Installation/Move Charges				\$ 100.00					19.2%	19.2%	
2081	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2082	Supp. Equip. line equip each station		56Y	\$ 3.45						19.2%	19.2%	
2083	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2084	Additional Grouping Equip., EACH		6EG	\$ 4.35						19.2%	19.2%	
2085	Installation/Move Charges				\$ 10.00					19.2%	19.2%	
2086	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2087	Alternate Line Control Equip., EACH		6EH	\$ 36.75						19.2%	19.2%	
2088	Installation/Move Charges				\$ 25.00					19.2%	19.2%	

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2089	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2090	Monitor Line Equip		RQA	\$ 5.60						19.2%	19.2%	
2091	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2092	Line Connect & Rewire or Substitution of									19.2%	19.2%	
2093	subscriber lines to install 1st line				\$ 10.00					19.2%	19.2%	
2094	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2095	Additional Line @same time				\$ 1.00					19.2%	19.2%	
2096	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2097	Gen. Exch. Small Systems	GE 13.10.3								19.2%	19.2%	
2098	Dispatcher Station and 1st 20 ans. stations		699	\$ 70.55						19.2%	19.2%	Private line charges, as specified in Sec. 2
2099	Installation/Move Charges				\$ 50.00					19.2%	19.2%	of Priv. Line Serv. Tariff, apply between
2100	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	the serving office and the dispatcher's
2101	Each add. 5 answering station or fraction		59J	\$ 21.15						19.2%	19.2%	station. 2 add. dispatcher's stations
2102	Installation/Move Charges				\$ 10.00					19.2%	19.2%	allowed per system.
2103	Service/Equipment Charges				\$ 6.25					19.2%	19.2%	
2104	Line Connect/Rewire Charges or substitute									19.2%	19.2%	
2105	of subscriber lines subsequent to installation									19.2%	19.2%	
2106	1st Line				\$ 10.00					19.2%	19.2%	
2107	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2108	Each add. line at same time				\$ 1.00					19.2%	19.2%	
2109	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2110										19.2%	19.2%	
2111	Bus. Gen. Exch. Grp. Alerting Dispatching System									19.2%	19.2%	1) Regular one party bus. rate will apply.
2112	Public Emerg. Reporting Sys.	GE 13.10.4								19.2%	19.2%	2) Channel charges as specified in Sec.2
2113	Common Equip. w/ 3 busy override		PN8	\$ 20.75						19.2%	19.2%	of Private Line Serv. Tariff are applicable
2114	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	between the serving off. and control
2115	Emergency Reporting System Concentrator									19.2%	19.2%	point for working signal operation.
2116	Identifier Equip (200 line capacity)	GE 13.10.5	PH5	\$ 322.25						19.2%	19.2%	Termination agreement provisions
2117	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	outlined in Par. 13.10.5, B of Sec. will apply
2118	Conf./Alerting System									19.2%	19.2%	
2119	Initial Common Equip 10 stations capacity									19.2%	19.2%	On ALL Installation /Move Charges - 1)
2120	Central Office Installation	GE 13.10.6	3Y1CO	\$ 133.40						19.2%	19.2%	In addition, when equipment is installed
2121	Installation/Move Charges				\$ 925.00					19.2%	19.2%	subsequent to the initial Conference/
2122	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	Alerting System, a subsequent installation
2123	Central Office Installation		3Y2CO	\$ 43.10						19.2%	19.2%	charge of \$100.00 per order is applied.
2124	Installation/Move Charges				\$ 460.00					19.2%	19.2%	2) The installation charge is not applicable
2125	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	when standard feature components are
2126	Line Equipment, each station /Cent. Off. Install		3Y4CO	\$ 10.50						19.2%	19.2%	modified. A charge of \$7.00 is applicable
2127	Installation/Move Charges				\$ 8.00					19.2%	19.2%	for each component modified.
2128	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2129	Auto Access Circuit/ each Cent. Off. Install		3Y5CO	\$ 24.35						19.2%	19.2%	
2130	Installation/Move Charges				\$ 11.00					19.2%	19.2%	
2131	Service and Equipment Charges				\$ 5.50					19.2%	19.2%	
2132	Manual Access Circuit/each Cent.Off. Install		3Y6	\$ 9.00						19.2%	19.2%	
2133	Installation/Move Charges				\$ 8.00					19.2%	19.2%	
2134	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2135	Combined Access Circ. /each Cent. Off Install		3YB	\$ 21.05						19.2%	19.2%	
2136	Installation/Move Charges				\$ 12.00					19.2%	19.2%	
2137	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2138	Remote Access Circuit Max. 3 per system		3Y7CO	\$ 12.30						19.2%	19.2%	3) In addition, private line rates and charges
2139	Installation/Move Charges				\$ 8.00					19.2%	19.2%	as specified in Sec. 2 of the Private Line
2140	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	Service Tariff are applicable.
2141	Central Office Installation		3YTCO	\$ 8.70						19.2%	19.2%	
2142	Installation/Move Charges				\$ 8.00					19.2%	19.2%	
2143	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2144	Emergency Alerting Service	GE 13.10.7								19.2%	19.2%	

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

	A	B	C	E	F	G	H	I	J	K	L	M
1	SWBT MISSOURI			SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2145	Initial Common Equip. 10 stations		2ZR	\$ 67.85						19.2%	19.2%	
2146	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2147	Add. 10 stations module		2ZT	\$ 7.35						19.2%	19.2%	
2148	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2149										19.2%	19.2%	
2150	Message Register Equipment	GE 13.11								19.2%	19.2%	1) Charges for the channel between serving
2151	Overflow Register Reply Equipment in CO, each		MRG	\$ 6.25						19.2%	19.2%	office and customer's premises are those
2152										19.2%	19.2%	specified in the Private Line Services Tariff
2153										19.2%	19.2%	for Type 250 service channels.
2154	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	Installation charge applicable only to the first line
2155										19.2%	19.2%	improved per service order
2156										19.2%	19.2%	
2157	LINE AMPLIFIER	GE 13.12	4BEST	\$ 15.95						19.2%	19.2%	
2158	Installation/Move Charges				\$ 110.50					19.2%	19.2%	Grandfathered
2159	Service and Equipment Charges				\$ 5.50					19.2%	19.2%	Grandfathered
2160										19.2%	19.2%	
2161	PBX-Communications Service Feature Systems									19.2%	19.2%	
2162	Night Number Terminal Arrangement Term. Ea.	GE 13.13	NCB	\$ 3.55						19.2%	19.2%	
2163	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2164	Gen. Exch. - Priv. Branch Exch. Dorm Serv.									19.2%	19.2%	
2165	Dormitory Billing Serv. per station line	GE 13.14.3	SBN	\$ 0.45						19.2%	19.2%	
2166	Telebranch Service	GE 13.15.3								19.2%	19.2%	
2167	A. 1st access path/ ONLY		RCFVF	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2168	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2169	A. 1st access path/ ONLY		RCFVS	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2170	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2171	A. 1st access path/ ONLY		RCFVE	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2172	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2173	A. 1st access path/ ONLY		RCFWE	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2174	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2175	A. 1st access path/ ONLY		RCFWS	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2176	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2177	A. 1st access path/ ONLY		RCFMS	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2178	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2179	A. 1st access path/ ONLY		RCFMV	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2180	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2181	A. 1st access path/ ONLY		RCFVN	\$ 17.50						19.2%	19.2%	A. \$14.50 non recurring charge for
2182	Service/Equipment Charges		FRTOT		\$ 14.50					19.2%	19.2%	call-forwarding, change # to call forward.
2183	additional access paths		RCA	\$ 17.50						19.2%	19.2%	
2184	Service/Equipment Charges				\$ 14.50					19.2%	19.2%	
2185												
2186												
2187	Special Billing Service Numbers									19.2%	19.2%	
2188	each group of 50 number or fraction thereof	GE 13.16	BLN	\$ 4.15						19.2%	19.2%	
2189	Service/Equipment Charges				\$ 11.50					19.2%	19.2%	
2190	Toll Diversion - Battery Reversal									19.2%	19.2%	
2191	per line or trunk equipped	GE 13.17.2	TOU	\$ 1.15						19.2%	19.2%	
2192	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2193										19.2%	19.2%	
2194	Night Number Terminal Arrangement									19.2%	19.2%	
2195	Terminals - each	GE 13.18	NCBTN	\$ 3.55						19.2%	19.2%	
2196			NCB	\$ 3.55						19.2%	19.2%	
2197	Service/Equipment Charges				\$ 5.50					19.2%	19.2%	
2198	Directory Listing		NSH							19.2%	19.2%	Refer to Alternate listings in Sec. 6 of this
2199										19.2%	19.2%	Tariff for appropriate rate

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