

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection and Resale Agreement ("Agreement"), dated October 8, 2002, is entered into by between SBC Advanced Solutions, Inc. a Delaware corporation ("CLEC"), and Sprint Missouri, Inc. a Missouri corporation, ("Sprint"), (Sprint and CLEC are collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Missouri.

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the DSLnet Communications, LLC d/b/a DSL.net Interconnection and Resale Agreement dated March 15, 2002 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

### **2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for DSLnet Communications, LLC d/b/a DSL.net and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

### **3. TERM:**

This Agreement shall have a termination date of March 14, 2004, which corresponds with the termination date of the Adopted Agreement.

### **4. NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC :                    James W. Lee  
                                  Area Manager - Interconnection  
                                  SBC Advanced Solutions, Inc.  
                                  300 Convent  
                                  Rm. 1974  
                                  San Antonio, TX 78205

To Sprint:                    Director – Local Carrier Markets  
                                  Sprint  
                                  6480 Sprint Parkway

Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251

Copy to: Cynthia Oliver  
FLAPKA0202 - 2256  
555 Lake Border Drive  
Apopka, FL 32703-5815  
(407) 889-6476  
Cynthia.Oliver@mail.sprint.com

**6. AMENDMENTS:**

The following subsection will be added to Section 3:

- 3.4 On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in U. S. Telecom Assn. V. FCC, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to request renegotiation of any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of this decision.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SBC Advanced Solutions, Inc.

Sprint Missouri, Inc.

By: James W. Lee

By: William E. Cheek

Name: James W. Lee

Name: William E. Cheek

Title: Area Manager - Interconnection

Title: President - Sales & Acct. Mgmt.

Date: 9-30-02

Date: 10/8/02