

**INTERCONNECTION AGREEMENT-
MISSOURI**

BETWEEN

**SOUTHWESTERN BELL TELEPHONE,
L.P. D/B/A SBC MISSOURI**

AND

**AT&T COMMUNICATIONS OF THE
SOUTHWEST, INC.**

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ATTACHMENTS

Resale

Attachment 1: Resale

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Appendix Customized Routing-Resale

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Attachment 4: Intentionally Left Blank

Attachment 5: Intentionally Left Blank

Unbundled Network Elements

Attachment 6: Unbundled Network Elements (UNE)

UNE Pricing Exhibit 1

Appendix Pricing-UNE

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Attachment 9: Intentionally Left Blank

Attachment 10: Intentionally Left Blank

Network Interconnection Architecture and Compensation

Attachment 11: Network Interconnection Architecture, Parts A, B and C

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Part G: Space License

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Appendix FGA

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Attachment 13: Ancillary Functions

Appendix Physical Collocation

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Collocation Rate Summary

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Attachment 29: Condominium Arrangements

Condominium Exhibit 1

Attachment 30: Pricing

INTERCONNECTION AGREEMENT – MISSOURI

This Interconnection Agreement (Agreement) is between AT&T Communications of the Southwest, Inc., a Delaware corporation (referred to as "AT&T"), having an office at 5501 LBJ Freeway, Dallas, Texas 75240 and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, hereinafter referred to as "SBC MISSOURI," having a principal office at 530 McCullough, San Antonio, Texas 78215, (collectively, the Parties).

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement) is dated as of _____, 2005 by and between SBC MISSOURI and AT&T only to the extent that SBC MISSOURI provides Telephone Exchange Services as an ILEC in Missouri and shall apply only to the state of Missouri.

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

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151 et seq., was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, telecommunications carriers; and

WHEREAS, SBC MISSOURI is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies ("ILECs") which are Incumbent Local Exchange Carriers; and

WHEREAS, SBC MISSOURI is willing to provide Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale, and additional features, on the terms and subject to the conditions of this Agreement; and

WHEREAS, for purposes of this Agreement, AT&T operates or intends to operate in the State of Missouri where SBC MISSOURI is the ILEC and AT&T has or, prior to the provisioning of any Interconnection, access to Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide local Telephone Exchange Services in said ILEC service areas by the Public Service Commission of Missouri ("Commission");

WHEREAS, AT&T is a telecommunications carrier and has requested that SBC MISSOURI negotiate an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale, and additional features pursuant to the Act and in conformance with SBC MISSOURI's duties under the Act; and

WHEREAS, the Parties have arrived at this Agreement through procedures undertaken pursuant to the Act, and acknowledge that its terms and conditions are subject to the Act, including Sections 251 and 252 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement AT&T and SBC MISSOURI hereby agree as follows:

1. INTRODUCTION

- 1.1 AT&T's current Interconnection Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to provide AT&T with access to unbundled network elements (UNEs), Collocation and Resale in SBC MISSOURI's incumbent local exchange areas for the provision of AT&T's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that SBC MISSOURI is only obligated to make available UNEs, Collocation and Resale to AT&T in SBC MISSOURI's incumbent local exchange areas. SBC MISSOURI has no obligation to provide UNEs, Collocation and Resale to AT&T for the purposes of AT&T providing and/or extending service outside of SBC MISSOURI's incumbent local exchange areas. In addition, SBC MISSOURI is not obligated to provision UNEs, Collocation and Resale or provide any other rights under Section 251(c) of the Act outside of SBC MISSOURI's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T's current Interconnection Agreement, and any associated provisions set forth elsewhere in AT&T's current Interconnection Agreement (including but not limited to the associated UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to AT&T for provisioning services within an SBC MISSOURI incumbent local exchange area(s) in the State in which AT&T's current Interconnection Agreement has been approved by the Commission and is in effect. This Agreement also sets forth the terms and conditions for the interconnection of AT&T's network to SBC MISSOURI's network and reciprocal compensation for the transport and termination of telecommunications. Provided however, all references to Resale in this Agreement, apply only where AT&T is purchasing resold services from SBC MISSOURI pursuant to terms and conditions negotiated under Section 251(c)(4) of the Telecommunications Act of 1996 and incorporated into this Agreement.
- 1.2 Subject to the terms and conditions of this Agreement, the Unbundled Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Unbundled Network Elements, Combinations or Resale services provided by SBC MISSOURI or to any network components provided by AT&T itself or by any other vendor. Subject to the requirements of this Agreement, AT&T may at any time add, delete, relocate or modify the Resale services, Unbundled Network Elements or Combinations purchased hereunder.
- 1.3 Except as provided in this Agreement, during the term of this Agreement, SBC MISSOURI will not discontinue, as to AT&T, any Unbundled Network Element, Combination, or Ancillary Functions offered to AT&T hereunder. During the term of this Agreement, SBC MISSOURI will not discontinue any Resale services or features offered to AT&T hereunder except as provided in this Agreement. This Section is not intended to impair SBC MISSOURI'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 Unbundled Network Elements, Combinations or Ancillary Functions made by SBC MISSOURI to AT&T as set forth in and during the term of this Agreement.
- 1.4 SBC MISSOURI 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 the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, SBC MISSOURI will perform all of its obligations concerning its offering of Resale services and Unbundled Network Elements under this Agreement throughout the entire service area in Missouri where SBC MISSOURI is the incumbent local exchange carrier.

2. EFFECTIVE DATE, TERM, AND TERMINATION

- 2.1 The effective date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Public Service Commission of the State of Missouri (the "Commission") approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 2.2 The Agreement shall have a term ("Term") of two (2) years commencing on the date that this Agreement is signed by both Parties. Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term ("Notice of Expiration"), this Agreement shall remain in full force and effect, on a month to month basis, on and after the expiration of the Term until terminated by either Party.
- 2.2.1 If either Party serves Notice of Expiration pursuant to Section 2.2, AT&T shall have twenty (20) calendar days to provide SBC MISSOURI written confirmation if AT&T wishes to pursue a successor agreement with SBC MISSOURI or alternatively, if AT&T wishes to allow the current Agreement to expire. If AT&T wishes to pursue a successor agreement with SBC MISSOURI, AT&T shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with SBC MISSOURI under Sections 251/252 of the Act. Upon receipt of AT&T's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 2.2.1.1 If AT&T does not affirmatively state that it wishes to pursue a successor agreement with SBC MISSOURI in its, as applicable, Notice of Expiration or the written confirmation required after receipt of SBC MISSOURI's Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date AT&T provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following AT&T provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 44 of this Agreement, including but not limited to the obligations described in Section 2.4 below.
- 2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective or (iii) the date that is ten (10) months after the date on which SBC MISSOURI received AT&T's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.
- 2.4 AT&T may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 44 below.
- 2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this

Agreement, other than as set forth in Section 10, and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 2.5 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 2.5, SBC MISSOURI and AT&T shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to AT&T or to another vendor. So long as AT&T fulfills said obligation to effect an orderly and timely transition of service, SBC MISSOURI shall not terminate service to AT&T's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. SBC MISSOURI and AT&T shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to SBC MISSOURI in connection with this transition of service.

3. CHANGE IN LAW; RESERVATION OF RIGHTS

- 3.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of March 1, 2005: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable MISSOURI statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and MISSOURI statutes, rules, regulations and Orders. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) that are issued, rendered, or adopted after March 1, 2005. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: *Verizon v. FCC*, et al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the impairment proceedings that will be heard before the Commission and any pending appeals (and following remand and appeal, *USTA v. FCC*, 359 F.2d 554 (D.C. Cir. 2004), that relate to, or arise from, the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) (the "TRO"), including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. August 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued in the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; the FCC's order *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338 (FCC 04-179, rel. August 20, 2004) (the "Interim Order"), and the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241) (rel. October 18, 2004) (collectively "Government Actions"). Except to the extent that SBC-13STATE has adopted the FCC ISP terminating

compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable SBC MISSOURI statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that is issued, rendered or adopted after March 1, 2005 and that (i) materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable MISSOURI statute or any of said rules, regulations, Orders, or judicial decisions, (ii) invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationales for any rate(s), terms(s) and/or condition(s) of the Agreement, (iii) and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement specifically including but not limited to those arising with respect to the Government Actions. For purposes of this section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under this Section 3.0 is not concluded within sixty (60) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such sixty (60) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 9 of this Agreement. During the negotiation or arbitration of any such Change in Law, the Parties shall remain obligated to perform under the terms set forth in this Agreement.

- 3.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, Orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

4. MODIFIED RATES MISSOURI

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- 4.1.1 For purposes of this Section 4.0, an applicable FCC or Commission ruling means any ruling that is legally binding as described in Section 3 of the General Terms and Conditions of this Agreement, provided, however, that this section does not apply to an order or docket relating only to a specific complaint or interconnection agreement arbitration between parties other than SBC MISSOURI and AT&T, including proceedings between SBC MISSOURI and another CLEC ("Applicable Commission Ruling"). When the existing rate listed in the Attachment Pricing for any service, function, or capability provided under this Agreement is modified by an Applicable Commission Ruling, or by a separately executed agreement of the Parties ("Modified Rate or Rates"), the process specified below in 4.2.2 through 4.2.7 will apply. A rate is a Modified Rate for purposes of this Section 4.0 when the amount of the actual existing rate included or referenced in this

Agreement is changed to a higher or a lower amount. For avoidance of any doubt, any legal reclassification of a service, function, or capability is not considered a Modified Rate.

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4.2.2 After the effective date of the Applicable Commission Ruling or upon a signed agreement between the Parties establishing a Modified Rate or Rates, either Party may give notice ("Rate Change Notice"), as described in Section 11 of the General Terms and Conditions of this Agreement, requesting to incorporate the Modified Rate or Rates into this Agreement.

4.2.3 Following a Rate Change Notice delivered by one Party to the other Party within ninety (90) days after the effective date of any such Applicable Commission Ruling, the Modified Rate or Rates will be incorporated into this Agreement via an amendment approved by the Commission and such rates shall be effective as follows (i) the date set for these rates by the Applicable Commission Ruling, (ii) the effective date of the Applicable Commission Ruling establishing the Modified Rate or Rates, if such ruling does not set an effective date, (iii) or the date established by the Parties in their separate agreement on the Modified Rate or Rates (the "Under 90 Day Notice Effective Date"). Following completion of such amendment or, if the Parties have failed to reach agreement on the amendment following the negotiation period set forth in Section 4.2.4 below, the billing Party will charge the Modified Rate or Rates as of the Under 90 Day Notice Effective Date and the Parties will issue any adjustments that are appropriate (e.g. of additional charges, billing credit adjustments) to implement the Under 90 Day Notice Effective Date.

4.2.3.1 If a Party's Rate Change Notice requesting negotiation of such an amendment is given more than ninety (90) days from the effective date of the Applicable Commission Ruling, the Modified Rate or Rates will be incorporated into this Agreement via an amendment approved by the Commission and such rates shall be effective on the later of (i) the effective date set for these rates by the Applicable Commission Ruling or (ii) the date of the Rate Change Notice (the "Over 90 Day Notice Effective Date"). If a Party's Rate Change Notice requesting negotiation of such an amendment is given more than ninety (90) days from the effective date of the Applicable Commission Ruling, such rates will not be applied retroactively notwithstanding any other provision included herein. Following completion of such amendment or, if the Parties have failed to reach agreement on the amendment following the negotiation period set forth in Section 4.2.4 below, the billing Party will charge the Modified Rate or Rate as of the Over 90 Day Notice Effective Date and the Parties will issue any adjustments that are appropriate (e.g. of additional charges, billing credit adjustments) to implement the Over 90 Day Notice Effective Date.

4.2.4 Notwithstanding anything to the contrary in this Agreement, if the Parties fail to complete their negotiation of an amendment to incorporate the Modified Rate or Rates into the Agreement within thirty (30) days of the date of the Rate Change Notice, the billing Party will begin to bill for the affected service, function, or capability at the Modified Rate or Rates, including the billing of any additional charges or credits described in 4.2.3 and 4.2.3.1 above commencing on the 31st day. The Parties may continue negotiations on the amendment or, at either Party's option, initiate a dispute in connection with the amendment, to be resolved in accordance with Section 9 of the General Terms and Conditions of this Agreement.

4.2.4.1 A dispute raised over the provisions of the amendment will not alter the effective date of the Modified Rate or Rates and related true-up obligations established under Section

4.2.3; nor alter the implementation date of the Modified Rate or Rates as established under Section 4.2.4.

4.2.5 If the billing Party does not commence billing at the Modified Rate or Rates, pursuant to the negotiated amendment or as specified in 4.2.3 or 4.2.4 above, the billed Party may dispute:

4.2.5.1 as described in Section 8.5 of the General Terms and Conditions (Billing Disputes Related to Unpaid Amounts) any unpaid billed charges that do not reflect the Modified Rate or Rates; or

4.2.5.2 as described in Section 8.4 of the General Terms and Conditions (Billing Disputes Related to Paid Amounts) any paid billed charges that do not reflect the Modified Rate or Rates.

4.2.6 Intentionally Left Blank.

4.2.7 In the event the terms and conditions of this Section 4 were not part of an approved and effective interconnection agreement between the Parties at the time the Applicable Commission Ruling became effective, either Party may still give a Rate Change Notice within ninety (90) days of the effective date of this Agreement, and the Modified Rate or Rates shall be effective the later of (i) the effective date that is set for these rates by the Applicable Commission Ruling or (ii) the date this Agreement becomes effective (following the date this Agreement is approved or deemed to have been approved by the Commission) and shall apply on a prospective basis only. Further, both Parties shall be foreclosed from replacing or otherwise superseding the Commission-established Rate(s) or other rates with the Modified Rate(s) for any period prior to the effective date of this Agreement. In no event may this provision be used to incorporate an Applicable Commission Ruling that became effective prior to the date set forth in Section 3.0 of these General Terms and Conditions unless such Applicable Commission Ruling(s) is included in the reservation of rights provisions in Section 3.0.

4.2.8 If neither Party provides a Rate Change Notice for a Modified Rate or Rates pursuant to Section 4.2.2 above, the Billing Party shall not be entitled to bill, and the billed Party shall not be obligated to pay, such Modified Rate or Rates. In such situations, the existing rates specified in Attachment Pricing of this Agreement will continue to apply, notwithstanding the issuance of any Applicable Commission Ruling.

4.3 NOTICE TO ADOPTING CLECS. Notwithstanding anything to the contrary in this Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC ILEC and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

4.4 SBC MISSOURI's obligation to provide Interconnection, Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent AT&T orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC MISSOURI may reject the order, but only if there are no rates,

terms and conditions in an SBC MISSOURI Tariff or generic contract. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Attachment UNE of this Agreement, AT&T may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if appropriate, the Parties may seek to negotiate a mutually agreeable amendment to this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement.

4.4.1 In the event that AT&T orders a Product or Service to AT&T for which there are not rates, terms and conditions in this Agreement, but for which there are rates, terms and conditions in applicable SBC MISSOURI intrastate tariff or generic contract:

4.4.1.1 AT&T shall pay for the Product or Service provisioned to AT&T at the rates set forth in SBC MISSOURI's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then AT&T shall pay for the Product or Service at SBC MISSOURI's current generic contract rate for the Product or Service set forth in SBC MISSOURI's applicable state-specific generic pricing schedule as published on SBC MISSOURI's website;

4.4.1.2 AT&T's purchase of the Product or Service as provided in Section 4.4.1.1, above, shall be further subject to the terms and conditions contained in SBC MISSOURI's applicable intrastate tariffs for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then AT&T's purchase of the Product or Service will be subject to SBC MISSOURI's current generic contract rates, terms and conditions for the Product or Service. Further, if provisioned pursuant to an applicable SBC MISSOURI tariff or generic contract, either AT&T or SBC MISSOURI may request that this Agreement be amended within thirty (30) days of written request for such amendment either to (i) add a pointer that such product or service will be ordered from the SBC MISSOURI tariff or generic contract, as the case may be, or (ii) incorporate by amendment the conditions contained in such SBC MISSOURI tariff or generic contract that are material to a particular product or service, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding provisioning.

4.4.1.3 SBC MISSOURI's provisioning of orders for such Products or Services is expressly subject to this Section 4.4.1 and in no way constitutes a waiver of SBC MISSOURI's right to charge and collect payment for such Products and/or Services.

4.5 ESTABLISHMENT OF "TBD" RATES. In the event that AT&T orders, and SBC MISSOURI provisions, a Product or Service to AT&T for which there are terms and conditions in this Agreement but the rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" is otherwise specified as a product or service for which the price will be determined at a future date, the Parties understand and agree that if and when a rate, price or charge is established by SBC MISSOURI for that Product or Service and incorporated into SBC MISSOURI's current state-specific generic pricing schedule as published on SBC's CLEC website, that rate(s), price(s) or charge(s) (collectively, "Established Rate") shall apply to the affected Product or Service provided under this Agreement, retroactively for the period of time allowed for back billing pursuant to Attachment 28, as to any orders AT&T submitted and SBC MISSOURI provisioned for that Product or Service. SBC MISSOURI shall provide written notice to AT&T of the application of the Established Rate, and the Parties shall negotiate a conforming amendment to incorporate the Established Rate into the Agreement, unless AT&T disputes the Established Rate, and then the Parties shall attempt to negotiate the applicable rate for that Product or Service for a period of thirty (30) days after

SBC MISSOURI's notice of the Established Rate. In addition, as soon as is reasonably practicable after such Established Rate or such other agreed to rate begins to apply, SBC MISSOURI shall bill AT&T to reflect the application of the Established Rate retroactively for the period of time permitted by Attachment 28, subject to true-up if a different rate is established for the amendment contemplated by this section 4.5. Notwithstanding anything to the contrary in this Agreement, if the Parties fail to complete their negotiation of an amendment to incorporate the Established Rate or such agreed to rate into the Agreement for such Product or Service within thirty (30) days of the date of SBC MISSOURI's Notice of the Established Rate, SBC MISSOURI will begin to bill for the applicable Product or Service at the Established Rate, commencing on the 31st day after SBC MISSOURI's Notice. The Parties may continue negotiations on the amendment, or, at either Party's option, initiate a dispute in connection with the amendment, to be resolved in accordance with Section 9 of the General Terms and Conditions of this Agreement.

4.5.1 SBC MISSOURI's provisioning of such orders for such Products or Services is expressly subject to this Section 4.5 and in no way constitutes a waiver of SBC MISSOURI's right to charge and collect payment for such Products and/or Services.

5. ASSIGNMENT

5.1 AT&T may assign or transfer this Agreement to its Affiliate(s) or a Third Party by providing SBC MISSOURI written notice sixty (60) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law. As such, SBC MISSOURI may not delay a transfer for any reason other than to make the determination of the affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, AT&T may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with SBC MISSOURI under Sections 251 and 252 of the Act. However the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by AT&T that is not expressly permitted or allowed shall be void.

5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

5.3 Corporate Name Change and/or change in "d/b/a" only

5.3.1 Any assignment or transfer of this Agreement wherein only AT&T's name is changing, and specifically does not include a change to AT&T's OCN/ACNA, constitutes a CLEC Name Change, but only to the extent either (a) AT&T requests that SBC MISSOURI take action to reflect such name change in its records and systems as set forth in this Section 5.2.1 or (b) as required by the applicable commission. In the event AT&T requests SBC MISSOURI to modify individual facility, billing or OS/DA Rate Reference and Branding information to reflect the CLEC Name Change, the following charges shall apply:

5.3.1.1 For affected products billed out of the CABS billing system, a record order charge per BAN;

5.3.1.2 For resale or other affected products billed out of the CRIS billing system, a record order charge per end user record;

5.3.2 Rates for record orders are contained in the Appendix Pricing, Schedule of Prices.

5.3.3 AT&T shall also submit a new OSQ to update any affected OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Attachments 1, 22 and 23.

5.4 Company Code Change

5.4.1 Any assignment or transfer of an Agreement including the transfer or acquisition of assets under an Agreement, which results in a change of AT&T's OCN/ACNA constitutes a CLEC Company Code Change, but only to the extent either (a) AT&T requests that SBC MISSOURI take action to reflect such code change in its records and systems as set forth in this Section 5.3.1 or (b) such code change is required to ensure accurate provisioning for and billing to AT&T. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that AT&T and a carrier not a party to this Agreement may not share the same OCN and/or ACNA; provided, however, that (1) AT&T Affiliates in the same state may share an ACNA if the Affiliates operate under identical interconnection agreement rates, terms, and conditions (2) an AT&T Affiliate in one state may share an ACNA with another AT&T Affiliate in another state or states, and (3) AT&T Affiliates may use resale OCNs in more than one state (subject to subsection (b) above). AT&T shall provide SBC MISSOURI with a sixty (60) calendar day advanced written notice of said assignment associated with the Company Code Change. In the event AT&T requests SBC MISSOURI to modify individual facility, billing or OS/DA Rate Reference and Branding information to reflect the CLEC Company Code Change, AT&T shall submit a service order changing the OCN/ACNA for each affected end user record and/or a service order for each affected circuit ID number, as applicable. AT&T shall also submit a new OSQ to update any affected OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of and Attachments 1, 22 and 23. AT&T will pay rates for Collocation re-stenciling and/or re-engineering as applicable and as determined on an individual case basis.

5.5 Assignment of Assets:

5.5.1 Any assignment or transfer of assets by AT&T which constitutes a transfer of AT&T's end user customers without the transfer or the assignment of this Agreement shall be handled as a CLEC to CLEC Mass Migration. AT&T shall provide SBC MISSOURI with a ninety (90) calendar days advanced written notice of said mass migration. Included in such written notice AT&T shall inform SBC MISSOURI of the date in which the acquiring CLEC will assume financial responsibility of the assets.

5.5.2 For a Transfer of Assets without assumption or assignment of this Agreement, unless otherwise ordered by a bankruptcy court or other governing authority, the acquiring CLEC must cure any outstanding debt associated with such transfer of assets, and tender any requested assurance of payment as required under the terms of this Agreement.

5.5.3 The acquiring and selling CLECs shall coordinate the migration between themselves by sharing customer service records, and/or any other CPNI required information to effectuate such migration.

5.5.4 SBC MISSOURI will provide project management support to minimize any possible service outages during the mass migration. The project management support will be provided at no cost to either CLEC. Should the LSR or ASR guidelines not support the required order activity, SBC MISSOURI will issue service orders at the manual rate based upon type of service provided AT&T provides to SBC MISSOURI a list of all transferring assets including end users telephone numbers, circuit ID numbers, and customer service information.

5.6 When an End User changes its service provider from SBC MISSOURI to AT&T or from AT&T to SBC MISSOURI and does not retain its original telephone number, the Party formerly providing service to such

End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.

- 5.7 Referral Announcements shall be provided by a Party to the other Party for the period specified under Applicable Law, if any, and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section 6. Additionally, such Confidential Information shall include any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").

- 6.1 All information which is to be treated as Confidential Information under this Agreement shall: (a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and (b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

- 6.2 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of AT&T's customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Attachment 28 concerning Recorded Usage Data, whether disclosed by AT&T to SBC MISSOURI or otherwise acquired by SBC MISSOURI in the course of the performance of this Agreement, will be deemed Confidential Information of AT&T for all purposes under this Agreement.
- 6.3 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.
- 6.4 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.

- 6.5 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.6 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.
- 6.7 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.
- 6.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.9 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.
- 6.10 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. LIABILITY, INDEMNIFICATION, INTELLECTUAL PROPERTY AND INSURANCE

7.1 Limitation of Liabilities

7.1.1 Intentionally Left Blank.

- 7.1.2 Except for 1) indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices or attachments, 2) payment obligations expressly required by and pursuant to Attachment 17 to this Agreement ("Performance Measures") each Party's liability to the other Party

for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC MISSOURI or AT&T has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

- 7.1.3 Except as otherwise provided below or in specific Attachments or Schedules or other attachments to this Agreement, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 7.1.4 SBC MISSOURI shall not be liable to AT&T for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC MISSOURI has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T until service is restored.
- 7.1.5 In the event AT&T provides E911 Service to SBC MISSOURI, AT&T shall not be liable to SBC MISSOURI, its end Users or its E911 calling parties or any other parties or persons for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC MISSOURI until service is restored.

7.2 No Consequential Damages

- 7.2.1 NEITHER AT&T NOR SBC MISSOURI WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (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 SBC MISSOURI'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY

PROXIMATELY CAUSED BY SBC MISSOURI OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. ADDITIONALLY, NOTHING CONTAINED IN THIS SECTION 7.2.1 SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY WITH RESPECT TO THE OBLIGATIONS EXPRESSLY REQUIRED BY AND PURSUANT TO ATTACHMENT 17 TO THIS AGREEMENT ("PERFORMANCE MEASURES") PROVIDED HOWEVER NO PARTY SHALL BE ENTITLED TO MORE THAN ONE RECOVERY FOR THE SAME LOSS.

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.

7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

7.3.2 Intellectual Property

7.3.2.1 AT&T acknowledges that its right under this Agreement to interconnect with SBC MISSOURI network and to unbundle and/or combine SBC MISSOURI network elements (including combining with AT&T's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

7.3.3 The Parties will abide by the April 27, 2000 FCC order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*.

7.3.3.1 SBC MISSOURI agrees to use its best efforts to obtain co-extensive rights for AT&T, under commercially reasonable terms, for Intellectual Property rights to each unbundled network element necessary for AT&T to use such unbundled network element in the same manner as SBC MISSOURI.

- 7.3.3.2 SBC MISSOURI shall have no obligation to attempt to obtain for AT&T any Intellectual Property right(s) that would permit AT&T to use any unbundled network element in a different manner than used by SBC MISSOURI.
- 7.3.3.3 To the extent not prohibited by a contract with the vendor of the network element sought by AT&T that contains Intellectual Property licenses, SBC MISSOURI shall reveal to AT&T the name of the vendor, the Intellectual Property rights licensed to SBC MISSOURI under the vendor contract and the terms of the contract (excluding cost terms). SBC MISSOURI shall, at AT&T's request, contact the vendor to attempt to obtain permission to reveal additional contract details to AT&T.
- 7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning AT&T's (or any third party's) rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection or unbundling and/or combining of network elements (including combining with AT&T's network elements) in SBC MISSOURI's network or AT&T's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC MISSOURI agrees in Section 7.3.3.1 to use its best efforts to obtain.
- 7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to AT&T's interconnection with SBC MISSOURI's network and unbundling and/or combining SBC MISSOURI's network elements (including combining with AT&T's network elements) or AT&T's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC MISSOURI agrees in Section 7.3.3.1 to use its best efforts to obtain.
- 7.3.6 Intentionally Left Blank.
- 7.3.7 AT&T acknowledges that services and facilities to be provided by SBC MISSOURI hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit SBC MISSOURI to provide to AT&T, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to AT&T under this Agreement, then, as may be required by applicable state or federal law:
- a) SBC MISSOURI agrees to provide written notification to AT&T, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and

- b) For any new agreements that SBC MISSOURI enters into or existing agreements that it renews, SBC MISSOURI shall use its best efforts to procure rights or licenses to allow SBC MISSOURI to provide to AT&T the particular unbundled Network Element(s), on terms comparable to terms provided to SBC MISSOURI, directly or on behalf of AT&T ("Additional Rights/Licenses").
- c) For any new agreements that SBC MISSOURI enters into or existing agreements that it renews, in the event that SBC MISSOURI, after using its best efforts, is unable to procure Additional Rights/Licenses for AT&T, SBC MISSOURI will promptly provide written notification AT&T of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts AT&T's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.
- d) In the event AT&T provides in writing within thirty (30) calendar days of written notice in section (c) above that SBC MISSOURI has not exercised such best efforts, AT&T may seek a determination through an expedited petition to the Missouri Commerce Commission as to whether SBC MISSOURI has exercised such best efforts.
- e) If and to the extent SBC MISSOURI is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, SBC MISSOURI may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including SBC MISSOURI, provided, however, all costs associated with the extension of Intellectual Property rights to AT&T pursuant to Section 7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SBC MISSOURI.

7.3.8 Intentionally Left Blank.

7.3.9 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

7.3.10 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.

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 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 AT&T, in recognition of SBC MISSOURI's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC MISSOURI with all federal, state and local laws, safety and health regulations relating to AT&T's activities concerning Collocated Space, and to indemnify and hold SBC MISSOURI harmless for any judgments, citations, fines, or other penalties which are assessed against SBC MISSOURI as the result solely of AT&T's failure to comply with any of the foregoing. SBC MISSOURI, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold AT&T harmless for any judgments, citations, fines or other penalties which are assessed against AT&T as a result solely of SBC MISSOURI's failure to comply with any of the foregoing.

7.6 COMPLIANCE AND CERTIFICATION

- 7.6.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 7.6.2 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act, Pub. L. No. 103-414, 108 Stat. 4279 (1994) (codified as amended in 18 U.S.C. § 2522, and 47 U.S.C. §§ 229, 1001-1010) ("CALEA"). The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA. Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.
- 7.6.3 OSS
- 7.6.3.1 AT&T shall be responsible for and indemnifies SBC MISSOURI against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or

manipulation of SBC MISSOURI's OSS by AT&T employees or persons using authorization granted to that person by AT&T to access SBC MISSOURI's OSS and shall pay SBC MISSOURI for any and all damages caused by such unauthorized entry, improper use or manipulation of SBC MISSOURI's OSS.

- 7.7 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 7.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 7.7.2 Commercial General Liability and, if necessary, excess liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$10,000,000 each occurrence sub-limit for bodily injury, property damage, Personal Injury, Advertising injury and a separate Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,500,000 are also required if this Agreement involves collocation. Each Party must be included as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.
 - 7.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
 - 7.7.4 Each Party shall require primary contractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section 7.7.
 - 7.7.5 The Parties agree that companies affording the insurance coverages required under this Section 7.7 shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each Party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein, except for cancellation due to non-payment of premium, for which such notice shall be ten (10) days.
 - 7.7.6 Intentionally Left Blank.
 - 7.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 7.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

- 7.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 7.7.7.3 The Party desiring to satisfy its general liability and property insurance obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 7.7.8 For all locations other than those governed by 3D agreements between SBC MISSOURI and AT&T, each Party shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to the other Party, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of the other Party, except with respect to loss arising from the other party's gross negligence or willful misconduct. Each Party shall have the right to self-insure this obligation, subject to providing proof of such insurance as set forth in Section 7.7.7, above, and agrees to waive any rights of recovery from the other Party, other than for gross negligence or willful misconduct.

8. PAYMENT OF RATES AND CHARGES, DEPOSITS

- 8.1 Except as otherwise specifically provided elsewhere in this Agreement, including but not limited to Section 8.5, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the date of the invoice or within twenty (20) days of receipt of an invoice, whichever is later; provided, the paying Party shall advise the billing Party via fax or e-mail in the event the bill is received 10 or more days after the bill date. For the purposes of this Section 8.1, each Parties' respective billing contact information shall be as designated in Section 11 of this Agreement.
- 8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then a late payment charge/interest* shall be assessed as follows in Sections 8.2.1. No other late payment fee or charge applies to overdue amounts.
- *For purposes of billing under this Agreement, the terms "interest" and "late payment charge" shall have the same meaning, as set forth in 8.2.1 below; provided, however, that neither party will assess a flat fee penalty charge. The Parties shall only charge interest as set forth in Sections 8.2.1.
- 8.2.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date, until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC MISSOURI intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law.

- 8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, SBC MISSOURI will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. AT&T and SBC MISSOURI shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or late payment charge/interest will apply as provided in Section 8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.
- 8.3.1 SBC MISSOURI and AT&T shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.
- 8.3.2 In the event AT&T receives multiple and/or other bills from SBC MISSOURI which are payable on the same date, AT&T may remit one payment for the sum of all such bills payable to SBC MISSOURI's bank account designated pursuant to Section 8.3 and AT&T will provide SBC MISSOURI with a payment advice pursuant to Section 8.3.1.
- 8.4 Billing Disputes Related to Paid Amounts
- 8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:
- 8.4.1.1 Within eleven months of the Billed Party's receipt of the bill in question, give written notice to the Billing Party, by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, BAN/Invoice number of the bill, and the level of detail required to communicate the extent of dispute, which may include the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned).
- 8.4.1.2 follow the dispute resolution procedures set forth in Section 9, below.
- 8.4.2 If a Billed Party brings a dispute pursuant to this Section 8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 8.2, whichever is applicable), as follows:

- (a) the Billing Party shall determine if the Billed Party has any undisputed amount Past Due (as defined under Section 8.2 of this Attachment) and owing to the Billing Party;
- (b) at the Billing Party's discretion, the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 8.2, whichever is applicable), will be applied as a credit against the amount determined under subparagraph (a) preceding;
- (c) the amount so credited shall be reflected in the immediately next issued invoice with a breakout of the dispute resolution credit and accrued interest listed separately or other supplemental report with appropriate detail; and
- (d) to the extent the amount of dispute resolution exceeds the amount credited by the Billing Party in (a) then the Billing Party will issue a check to the Billed Party of that difference at the same time that the credit is issued pursuant to subparagraph (b).

The Parties also agree that the foregoing credit process will not apply to any significant settlements that the Parties enter into that expressly specify a reconciliation process, in which event the terms of such settlement agreement will govern the payment of the settlement amounts.

8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements

8.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billing Party written notice of the amount disputed, specific details and reasons for disputing each item (including, without limitation, as applicable, the date of the bill in question BAN/invoice number of the bill, and the level of detail required to communicate the extent of dispute, which may include the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pay to the Billing Party all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis.

8.5.2 Intentionally left blank

8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 8.7 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

- 8.5.3.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:
- 8.5.3.5 The escrow account must be an interest bearing account;
- 8.5.3.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
- 8.5.3.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;
- 8.5.3.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
- 8.5.3.9 Disbursements from the escrow account shall be limited to those:
- 8.5.3.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
- 8.5.3.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 9.5.1 or 9.6.1; or
- 8.5.3.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 9.6.1.
- 8.5.4 Disputed Amounts in escrow shall be subject to late payment charges/interest as set forth in Section 8.2.1 as applicable.
- 8.6 Intentionally Left Blank.
- 8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.5, above, if the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and either
- (i) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor; or,
- (ii) if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.
- 8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 9.

- 8.9 If the Billed Party disputes in accordance with Section 8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any late payment charge/interest assessed or applied with respect to such portion of the Disputed Amounts;
 - 8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any late payment charge/interest assessed or applied with respect thereto; and
 - 8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any late payment charge/interest that would have been assessed pursuant to Section 8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any late payment charge/interest assessed or applied with respect thereto.
- 8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.9 shall be grounds for termination of this Agreement as specified in Section 10.1, following.
- 8.11 Deposits
- 8.11.1 The deposit requirements set forth in this Section 8 apply to SBC MISSOURI's providing the Resale Services and Network Elements and collocation (exclusive of interconnection facilities, collocation cage construction and reciprocal compensation) furnished under this Agreement. SBC MISSOURI may, in order to safeguard its interests, require that AT&T, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with the SBC-owned ILEC in each state where the Parties are doing business, make a reasonable deposit to be held by SBC MISSOURI as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 8.5 through 8.10.
 - 8.11.2 Intentionally Left Blank.
 - 8.11.3 Unless AT&T is not required to make a deposit payment as described in Section 8.11.1 above, AT&T shall remit an initial cash deposit within thirty (30) days after written request by SBC MISSOURI. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, AT&T was not operating as a local service provider in Missouri, the initial deposit shall be in the amount of \$17,000; or (ii) if, immediately prior to the

Effective Date, AT&T was operating as a local service provider in Missouri, the deposit shall be in the amount calculated using the method set forth in Section 8.11.7 of this Agreement. This cash deposit will be held by SBC MISSOURI as a guarantee of payment of charges billed to AT&T. If AT&T is not required to make a deposit payment as set forth in Section 8.11.1 above, SBC MISSOURI shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 8.11.1 and Sections 8.11.4 through Section 8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether AT&T has established the minimum twelve (12) months good credit history, AT&T's payment record for the most recent twelve (12) months immediately prior to the Effective Date shall be considered.

- 8.11.4 So long as AT&T maintains timely compliance with its payment obligations, SBC MISSOURI will not increase any deposit amount required. If AT&T fails to maintain timely compliance with its payment obligations, SBC MISSOURI reserves the right to require additional deposit(s) determined in accordance with Section 8.11.5 and Section 8.11.6 through Section 8.11.10 of this Agreement.
- 8.11.5 If during the first six (6) months of operations under this Agreement, AT&T (a) has been sent at least one valid delinquency notification letter (a letter notifying AT&T of charges that remain unpaid more than fifteen (15) days past their due date (30 days from the date of the invoice or 20 days from AT&T's receipt, whichever due date applies to the bill in question, pursuant to, Section 8.1, above)) by SBC MISSOURI, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds three percent (3%) of the aggregate amount billed by SBC MISSOURI to AT&T under this Agreement of the state in which AT&T is delinquent for the months in question, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for a two month period exceeds the deposit amount held.
- 8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time AT&T (a) has been sent at least two (2) valid delinquency notification letters (letters notifying AT&T of charges that remain unpaid more than fifteen (15) days past their due date) by SBC MISSOURI within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds three percent (3%) of the aggregate amount billed by SBC MISSOURI to AT&T under this Agreement of the state in which AT&T is delinquent for the months in question, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for a two month period exceeds the deposit amount held.
- 8.11.7 Whenever AT&T's deposit is re-evaluated as specified in Section 8.11.5 or Section 8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to AT&T for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to AT&T, the most recent three (3) months billing on all of AT&T's BANs/invoice numbers, as applicable, for resale services or network elements shall be used to calculate AT&T's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 8.11.5 and 8.11.6.

- 8.11.8 Whenever a deposit is re-evaluated as specified in Section 8.11.5 and Section 8.11.6, above, AT&T shall remit the additional deposit amount to SBC MISSOURI within thirty (30) calendar days of receipt of written notification SBC MISSOURI requiring such deposit.
- 8.11.9 The deposit requirements of this Section 8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC MISSOURI. No interest shall be paid by SBC MISSOURI for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 8.11.10 The fact that SBC MISSOURI holds a cash deposit or irrevocable bank letter of credit does not relieve AT&T from timely compliance with its payment obligations under this Agreement.
- 8.11.11 Any cash deposit held by SBC MISSOURI shall be credited to AT&T's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as AT&T has not been sent more than one delinquency notification letter (as defined in Section 8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which AT&T has been sent less than two delinquency notifications. For the purposes of this Section 8.11.11, interest will be applied from the date paid and calculated as defined in Section 8.2.1 above, and shall be credited to AT&T's account on an annual basis.
- 8.11.12 Any cash deposit shall be held by SBC MISSOURI as a guarantee of payment of charges billed to AT&T, provided, however, SBC MISSOURI may exercise its right to credit any cash deposit to AT&T's account upon the occurrence of any one of the following events:
- 8.11.12.1 when SBC MISSOURI sends AT&T the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 8.5 as to any amount covered by the delinquency notice); or
 - 8.11.12.2 when SBC MISSOURI suspends AT&T's ability to process orders in accordance with Section 10.1.2; or
 - 8.11.12.3 when AT&T files for protection under the bankruptcy laws; or
 - 8.11.12.4 when an involuntary petition in bankruptcy is filed against AT&T and is not dismissed within sixty (60) days; or
 - 8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by AT&T shall be refunded to AT&T by SBC MISSOURI);
 - 8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC MISSOURI shall credit any cash deposit to AT&T's account so long as SBC MISSOURI has not sent to AT&T more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or
 - 8.11.12.7 upon mutual agreement of the Parties.

8.11.13 For the purposes of this Section 8.11.13, interest will be calculated as specified in Section 8.2 and shall be credited to AT&T's account at the time that the cash deposit is credited to AT&T's account.

8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

9. DISPUTE RESOLUTION

9.1 Finality of Disputes

9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 8.5.1, above), 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.

9.1.2 During the pendency of resolution of any dispute raised in accordance with this Section 9 of this Agreement, whether by settlement or by arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party.

9.2 Alternative to Litigation

9.2.1 Dispute resolution under the procedures provided in this Section 9 shall be the preferred, but not the exclusive, remedy for all disputes between SBC MISSOURI and AT&T arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an 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, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

9.3 Informal Resolution of Disputes

9.3.1 Upon receipt by one Party of written notice of a dispute, including billing disputes, 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 informal 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.

- 9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 9.3.
- 9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 9 within 10 business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 10.
- 9.4 Intentionally Left Blank
- 9.5 Formal Resolution of Disputes
- 9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6.
- 9.5.2 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.
- 9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.
- 9.5.3.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.
- 9.5.3.2 Actions to compel compliance with the Dispute Resolution process.
- 9.5.3.3 All claims arising under federal or state statute(s), including antitrust claims

9.6 Commercial Arbitration

- 9.6.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for commercial disputes or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will be Dallas, Texas, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 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 30 days after the close of hearings. The arbitrator has no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. 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. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.

10. NON-PAYMENT AND PROCEDURES FOR DISCONNECTION

- 10.1 If a Party is furnished Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 10.1 through 10.5, inclusive, shall be applied separately for each such state. The Parties agree to follow the procedures set forth in this Section 10: Termination of Service for Non-payment and Procedures for Disconnection when either Party fails to pay all or any portion of any amounts required to be paid (including Late Payment Charges) that have not been disputed pursuant to Section 8.5 ("Unpaid Charges").
- 10.2 If a Party fails to pay or dispute any charges billed to it under this Agreement as required by Section 8, the Billing Party will notify the Billed Party in writing that in order to avoid disruption, or disconnection, of the Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Billed Party must remit all Unpaid Charges to the Billing Party within fifteen (15) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 10.2.1 SBC MISSOURI will also provide any written notification to the Public Service Commission of the State of Missouri as may be required by Applicable Law, if any.
- 10.2.2 If the Billed Party desires to dispute any portion of the Unpaid Charges, the Billed Party must complete all of the following actions not later than fifteen (15) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 10.2.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 8.5.1 of this Agreement, together with the reasons for its dispute; and
- 10.2.2.2 pay all undisputed Unpaid Charges to the Billing Party; and
- 10.2.2.3 pay all Disputed Amounts [other than disputed charges arising from Attachment 12: Inter-carrier Compensation] into an interest bearing escrow account that complies with the

requirements set forth in Section 8.5, unless the nonpaying party is not required to escrow such amounts pursuant to Section 8.7 herein; and

10.2.2.4 the Nonpaying Party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 8.5 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Attachment 12: Intercarrier Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.5 is furnished to the Billing Party, such Disputed Amounts will not be deemed to be "disputed" under Section 8.5.

10.2.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 9.

10.3 After receipt of the first written notice delivered pursuant to Section 10.2 above, if the Billed Party continues to fail to comply with Section 10.2.2.1 through 10.2.2.4 or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide a second written demand to the Billed Party for payment within fifteen (15) Business Days. On the day that the Billing Party provides such second written demand to the Billed Party, the Billing Party may also exercise any or all of the following options:

10.3.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

10.3.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.

10.4 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 10.3, 10.3.1 and 10.3.2:

10.4.1 will not delay or relieve the Billed Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

10.4.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

10.5 If the Billed Party fails to pay the Billing Party on or before the date specified in the second demand notice provided under Section 10.3 of this Agreement, the Billing Party may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC MISSOURI to AT&T for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:

10.5.1 cancel any pending application, request or order from the Billed Party for new or additional Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

10.5.2 discontinue providing any Resale Services, Collocation, Unbundled Network Elements, functions, facilities, products or services furnished under this Agreement.

10.5.2.1 SBC MISSOURI will also provide any written notification to the Public Service Commission of the State of Missouri as may be required by Applicable Law, if any.

10.5.3 Intentionally Left Blank.

10.5.4 The Billing Party has no liability to the Billed Party or its End Users in the event of discontinuance of service if such discontinuance of service is put into effect in accordance with this Section 10.5.

10.5.5 Following the discontinuance of any service, AT&T will not be subject to additional charges with respect to such discontinued service, other than charges that accrue under the express provisions of this Agreement. Except for charges or fees contemplated by this Agreement or any applicable tariff, SBC MISSOURI will not be entitled to charge AT&T a penalty or fee solely as a result of such discontinuance of service.

10.5.6 Only when required by Applicable Law will SBC MISSOURI be required to obtain an order from a governmental, administrative, or regulatory body or a court of competent jurisdiction approving such termination and/or disconnection, prior to terminating this Agreement and/or disconnecting the other party's Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services furnished to the other Party under this Agreement.

11. NOTICES

11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent (i) by certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; (ii) by personal delivery or by overnight courier using a recognized commercial courier service with services prepaid and proof of delivery requested; or (iii) by facsimile. Such notices shall be deemed received by the Party to whom they are addressed as follows: (a) if sent by certified mail or first class U.S. Postal Service, upon receipt or should delivery be declined, upon the first attempted delivery, as reflected in the records of the U.S. Postal Service; (b) if sent by personal delivery or by overnight courier, upon receipt or should delivery be declined, upon the first attempted delivery, as reflected in the records of the courier service; and (c) if by facsimile, on the next business day following the date of transmission; provided, however, that notices sent by facsimile are also sent by one of the other acceptable delivery methods and notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

11.2 If to AT&T:

Billing Notices:

**For SBC Notices Involving Billing by AT&T
US Postal Service or Overnight Delivery:**

AT&T
Carrier Billing Manager
300 North Point Parkway
FLOC 131B01
Alpharetta, GA 30005

For SBC Notices Regarding Bills to AT&T**US Postal Service:**

AT&T
Caller Service 6908
Alpharetta, Georgia 30009
Attn: Local and Access Bill Coordinator

For SBC Notices Regarding Bills to AT&T**Overnight Delivery:**

AT&T
600 North Point Parkway
FLOC 64024B
Alpharetta, Georgia 30005
Attn: Local and Access Bill Coordinator

All Notices Other than Billing:

AT&T Vice President
c/o Fredrik Cederqvist
32 Avenue of the Americas
New York, NY 10013-2412
(212) 387-4018 (Voice); 212-539-9492 (Fax)

With a copy of all notices to the following:

Mitchell Menezes
1875 Lawrence Street
Denver CO 80202-1847
720-890-6081 (Voice); 303-298-6488(Fax)

11.3 If to SBC MISSOURI:

Contract Management
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, Texas 75202-5398
214-464-2006 (Fax)

- 11.4 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) Business days prior written notice to the other Party in compliance with this Section.

12. TAXES

- 12.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.

- 12.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:
- 12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 2.3 of Attachment 28, Comprehensive Billing Attachment.
- 12.2.3 Notwithstanding Section 12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.
- 12.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 12.2 above and all subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 12.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable

taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 12.6 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.
- 12.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and 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 (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 12.8 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12 shall be sent in accordance with Section 11 hereof.

13. FORCE MAJEURE

- 13.1 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, whereupon such Party's obligation or performance shall be suspended to the extent that the Party is affected by such Force Majeure Event. The other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with. Upon cessation of such Force Majeure condition, the Party whose performance fails or is delayed because of such Force Majeure conditions will give like notice and commence performance hereunder as promptly as reasonably practicable.

14. 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. 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. LAW ENFORCEMENT AND CIVIL PROCESS

- 16.1 Intercept Devices
- 16.1.1 Local and federal law enforcement agencies may periodically request information or assistance from either Party. When either Party receives a request associated with a customer of AT&T, the receiving Party will advise the law enforcement agency (LEA) that 1) this is a resold service; 2) SBC MISSOURI is the underlying local service provider and AT&T provides the billing and customer care to its end-user customers; 3) an interception access point will be provided by SBC MISSOURI; 4) both carriers should be named and served in the legal demand. SBC MISSOURI should be named and served to provide the LEA with all inbound and outbound call detail records, the intercept access point and all technical assistance. AT&T should be named and served in the legal demand to provide verification of customer billing information (name and address) and copies of customer billing records; and 5) SBC MISSOURI is responsible for billing any charges for services incurred by the LEA. However, if the LEA insists that SBC MISSOURI immediately provide any requested information in its possession, and/or insists that SBC MISSOURI not communicate with any other party about the request for information, including AT&T, then SBC MISSOURI shall be permitted to comply with the LEA's valid request.
- 16.1.2 Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall unless prohibited by the terms of such court order refer such order to the

Party that serves the End User. Should a court order pertain to an AT&T customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC MISSOURI shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, SBC MISSOURI shall provision on its equipment trap & trace orders pertaining to AT&T Local customers. As specified in Section 16.4.3, below SBC MISSOURI may bill the appropriate law enforcement agency for these services under its customary practices. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

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 by the other Party. Should the subpoena demand AMA records (call dump) for an AT&T End User, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC MISSOURI shall provide the issuing authority with the requested data. As specified in Section 16.4.3 below, SBC MISSOURI may bill the appropriate law enforcement agency for these services under its customary practices.

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.

16.4 Law Enforcement Interface

- 16.4.1 SBC MISSOURI will provide AT&T with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of AT&T customers provisioned on SBC MISSOURI facilities (AT&T Local and ALS Type II, as hereinafter defined) shall be served on both AT&T and SBC MISSOURI. SBC MISSOURI shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once AT&T implements CALEA solutions in its switches, AT&T will notify SBC and will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

- 16.4.1.1 As used in this Section 16, the term ALS Type II shall mean customers connected to the AT&T network through SBC MISSOURI-owned facilities. ALS Type II customers are located in a building which is connected to an SBC MISSOURI Central Office by an SBC MISSOURI-owned cable using customer's premise equipment connected to that cable.

At the SBC MISSOURI Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an AT&T fiber-optic facility which transports traffic to and from an AT&T Central Office.

- 16.4.2 When the end-user to be tapped, traced, etc. is an AT&T Local or ALS Type II customer provisioned on SBC MISSOURI facilities, SBC MISSOURI shall advise the requesting law enforcement agency to name both AT&T and SBC MISSOURI in the court order and serve both carriers. SBC MISSOURI shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify AT&T directly of the law enforcement agency request within one (1) business day of receiving the request. SBC MISSOURI shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
- 16.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices and reserve the right to take action to collect from the LEA where reimbursement is provided for by statute. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.
- 16.5 Annoyance Calls. SBC MISSOURI agrees to work cooperatively and jointly with AT&T in investigating annoyance/harassing calls to any AT&T customer where SBC MISSOURI's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the AT&T customer. The SBC MISSOURI Call Trace Center will handle requests received from AT&T personnel on behalf of AT&T customers. SBC MISSOURI will provide service to AT&T customers on annoyance/harassing calls that is at parity with the level of service SBC MISSOURI provides its own customers.
- 16.6 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, SBC MISSOURI shall provide soft dial tone to AT&T for the use of its customers.

17. CHANGES IN SUBSCRIBER CARRIER SELECTION

- 17.1 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 Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 17.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. SBC MISSOURI 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. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), SBC MISSOURI is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When an AT&T resale end user has abandoned a premise (i.e. vacates a premise without disconnecting service, AT&T will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.

- 17.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At AT&T's written request, SBC will investigate an alleged incidence of slamming involving AT&T, and only in such AT&T authorized instances shall SBC charge AT&T; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

18. 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.

- 18.2 Intentionally left blank.

18.2.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.

18.2.2 Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms.

18.2.3 If mutually acceptable terms are not agreed upon within 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 18.2.3 more than once during the term of the Agreement.

18.2.4 Nothing in this Section 18.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 3 (Intervening Law), or Section 252(i) of the Act.

19. 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. 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. CONSENT

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

22. 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. 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. 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. 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. 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. 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. 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.
- 28.2 The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29. 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. REGULATORY AUTHORITY

- 30.1 SBC MISSOURI will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T will reasonably cooperate with SBC MISSOURI in obtaining and maintaining any required approvals for which SBC MISSOURI is responsible, and SBC MISSOURI will reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.
- 30.2 Except as otherwise provided in this Agreement the Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC MISSOURI may file, absent Commission order to the contrary. The Parties agree that AT&T is not precluded from ordering products and services available under any effective SBC MISSOURI tariff or any tariff that SBC MISSOURI may file in the future, provided that the products and services are not already available under this Agreement, and provided that AT&T satisfies all conditions contained in such tariff that are material to the particular tariff offering, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding provisioning. Provided, however, that AT&T shall not be bound by the general terms and conditions of the tariff that are otherwise addressed in this Agreement.
- 30.2.1 AT&T may also order from a tariff a product or service that is available in its Agreement, provided that prior to ordering such product or service, AT&T amends its Agreement to remove the rates, terms and conditions associated with the product or service it is ordering from the tariff and add a pointer stating

that such product will be ordered from the tariff. Similarly, This Section does not impair SBC MISSOURI's right to file tariffs nor does it impair SBC MISSOURI'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 SBC MISSOURI provides or hereafter provides to AT&T under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair AT&T's right to contest such tariffs before the appropriate Commission, subject to any defenses or arguments SBC MISSOURI might make in response to AT&T's contesting of such tariffs.

30.2.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the SBC ILEC that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

30.2.3 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

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32. VERIFICATION REVIEWS

32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. 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.

32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed 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. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 8.2.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.

32.3 Each Party will cooperate fully in any audit performed pursuant to 32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.

32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 32.1 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 the

Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.

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32.7 Intentionally Left Blank.

32.8 This Section 32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.

32.9 Information obtained or received by either Party in connection with Sections 32.1 through 32.5 and 32.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

33. COMPLETE TERMS

33.1 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.

33.2 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. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

34. COOPERATION ON PREVENTING END USER FRAUD

34.1 Intentionally Left Blank

34.2 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.

34.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in this Section 34 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.

34.4 Intentionally Left Blank.

34.5 Intentionally Left Blank.

- 34.6 SBC MISSOURI will make available to AT&T all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that SBC MISSOURI provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international (011+), 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations (011+), (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of Toll Free Service (800) if SBC MISSOURI is the provider of the Toll Free Service and (v) 900/976 blocking.
- 34.6.1 SBC MISSOURI will provide to AT&T the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.
- 34.6.2 SBC MISSOURI will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.
- 34.6.3 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 34.6.4 In the event of fraud associated with an AT&T End User's account, including 1+ IntraLATA toll, ported numbers and Alternately Billed Service (ABS), the Parties agree that SBC MISSOURI shall not be liable to AT&T for any fraud associated with AT&T's end user's account including 1+ IntraLATA toll, ported numbers and Alternately Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of SBC MISSOURI.
- 34.6.5 SBC MISSOURI shall use its fraud system to determine suspected occurrences of ABS-related fraud for AT&T customers, using the same criteria SBC MISSOURI uses to monitor fraud on its own accounts.
- 34.6.5.1 SBC MISSOURI will provide notification messages to AT&T on suspected occurrences of ABS-related fraud on AT&T accounts stored in the applicable LIDB. Subsequent to AT&T's investigation of the notification message, AT&T's Fraud Center will notify SBC MISSOURI of any action that needs to be taken. SBC MISSOURI will complete such action as requested by AT&T.
- 34.6.5.2 AT&T understands that the fraud notification messages only identify potential occurrences of fraud. AT&T understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. AT&T understands and agrees that it will also need to determine what, if any, action should be taken as a result of a fraud notification message.
- 34.6.5.3 The Parties will provide contact names and numbers to each other for the exchange of fraud notification messages twenty-four (24) hours per day seven (7) days per week.
- 34.6.5.4 For each alert notification provided to AT&T, AT&T may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. AT&T may request up to three reports per alert.
- 34.6.5.5 ABS-related alerts are provided to AT&T at no additional charge.

34.6.6 The Parties agree that AT&T reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by SBC MISSOURI.

35. NOTICE OF NETWORK CHANGES/NOTIFICATION OF OTHER INFORMATION

- 35.1 SBC MISSOURI agrees to provide AT&T reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SBC MISSOURI'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 SBC MISSOURI'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 SBC MISSOURI's obligations to AT&T under the terms of this Agreement.
- 35.2 SBC MISSOURI communicates official information to competitive local exchange carriers via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price increases to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 35.3 SBC will provide AT&T with direct notice of any tariff or filing which concerns the subject matter of this Agreement as required by the MPSC's Substantive Rules.
- 35.4 SBC MISSOURI, will provide AT&T Accessible Letter notification via electronic mail ("e-mail") distribution.
- 35.5 AT&T may designate a maximum of ten (10) recipients for SBC MISSOURI Accessible Letter notification via e-mail.
- 35.6 AT&T shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable SBC MISSOURI's CLEC Online website) to the SBC MISSOURI individual specified on that form to designate in writing each individual (other than the AT&T contact designated in Section 11.2) to whom AT&T requests Accessible Letter notification be sent, via e-mail. AT&T shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any AT&T recipient of Accessible Letters (other than the AT&T contact designated in Section 11.2). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SBC MISSOURI.

36. GOOD FAITH PERFORMANCE

- 36.1 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.

37. RESPONSIBILITY OF EACH PARTY

- 37.1 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 there from 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.

38. INTENTIONALLY LEFT BLANK

39. GOVERNMENTAL COMPLIANCE

- 39.1 AT&T and SBC MISSOURI each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to i) its obligations under or activities in connection with this Agreement or ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and SBC MISSOURI 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. SBC MISSOURI, 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 SBC MISSOURI to provide the Network Elements and Resale services pursuant to this Agreement.

40. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 40.1 Disclosure of Potential Hazards: When and if AT&T notifies SBC MISSOURI that AT&T intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC MISSOURI building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SBC MISSOURI shall timely notify AT&T of any Environmental Hazard at that Work Location of which SBC MISSOURI has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which AT&T already has actual knowledge or (ii) was caused solely by AT&T 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 SBC MISSOURI; 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.
- 40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC MISSOURI, AT&T 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. AT&T shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC MISSOURI's business operations after consultation with SBC MISSOURI, and shall return SBC MISSOURI's property to substantially the same condition as it would have been without such inspections, testing or monitoring.

40.3 Managing Disturbed Materials and Media: If and to the extent that AT&T'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 AT&T rather than SBC MISSOURI shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

40.4 Indemnification

40.4.1 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 40.0 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.

40.4.2 AT&T shall indemnify, on request defend, and hold harmless SBC MISSOURI 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 AT&T, or by any person acting on AT&T's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of AT&T or by any person acting on AT&T'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 AT&T or its contractors or agents.

40.4.3 SBC MISSOURI shall indemnify, on request defend, and hold harmless AT&T 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 SBC MISSOURI or by any person acting on SBC MISSOURI's behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SBC MISSOURI or by any person acting on SBC MISSOURI'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 SBC MISSOURI or its contractors or agents.

41. SUBCONTRACTING

- 41.1 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.

42. INTENTIONALLY LEFT BLANK**43. SEVERABILITY**

- 43.1 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.

44. SURVIVAL OF OBLIGATIONS

- 44.1 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.

45. GOVERNING LAW

- 45.1 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.

46. PERFORMANCE CRITERIA

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

47. OTHER OBLIGATIONS OF AT&T

- 47.1 For the purposes of establishing service and providing efficient and consolidated billing to AT&T, AT&T is required to provide SBC MISSOURI its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services.

48. DIALING PARITY

- 48.1 SBC MISSOURI will ensure that all AT&T Customers experience the same dialing parity as similarly-situated customers of SBC MISSOURI services, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a similarly-situated SBC MISSOURI customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a similarly-situated SBC MISSOURI customer; and (iii) the AT&T Customer may retain its local telephone number in accordance with the Attachment 14: LRN-PNP.

49. BRANDING

- 49.1 Specific provisions concerning the branding of services provided to AT&T by SBC MISSOURI under this Agreement are contained in the following Attachments to this Agreement: Attachment 1: Resale; Attachment 22: Directory Assistance; and Attachment 23: Operator Services.

50. CUSTOMER INQUIRIES

- 50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

51. DISCLAIMER OF WARRANTIES

- 51.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

52. NO WAIVER

- 52.1 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 duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. 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 neither Party waives any rights granted to them pursuant to the Act.

53. DEFINITIONS

- 53.1 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. RESALE

- 54.1 At the request of AT&T, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter offers to any customer in the geographic area where SBC MISSOURI is the incumbent LEC will be made available to AT&T by SBC MISSOURI 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, Appendix Pricing.

55. UNBUNDLED NETWORK ELEMENTS

- 55.1 At the request of AT&T and pursuant to the requirements of the Act, SBC MISSOURI will offer in the geographic area where SBC MISSOURI is the incumbent LEC Network Elements to AT&T on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements (UNE) and related Appendices.

56. ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA

- 56.1 In connection with its Resale of services to AT&T, SBC MISSOURI agrees to provide to AT&T Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.
- 56.2 In connection with its furnishing Unbundled Networks Elements to AT&T, SBC MISSOURI agrees to provide to AT&T Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

57. INTENTIONALLY LEFT BLANK**58. 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: Inter-carrier Compensation.

59. ANCILLARY FUNCTIONS

- 59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC MISSOURI agrees to provide Ancillary Functions to AT&T as set forth in Attachment 13: Ancillary Functions.

60. OTHER REQUIREMENTS AND ATTACHMENTS

- 60.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.
- 60.2 Appended to this Agreement and incorporated herein are the Attachments listed in the Table of Contents. 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.

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

AT&T Communications of the Southwest, Inc.

Southwestern Bell Telephone, L.P. d/b/a SBC
Missouri by SBC Operations, Inc., its authorized
agent

By: 

By: 

Printed: Stephen G. Huels

Printed: **Mike Auinbauh**

Title: Region Vice President

Title: AVP - Local Interconnection Marketing

Date: Aug 1, 2005

Date: 7/29/05

FACILITIES-BASED OCN 9620

ACNA LOA

ATTACHMENT 1: RESALE

All services made available to AT&T by SBC MISSOURI 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, and Customized Routing-Resale. (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

- 1.1 Consistent with Section 1.1 of the General Terms and Conditions of this Agreement, each Party shall provide Resale under the following terms and conditions in this Attachment Resale.
 - 1.1.1 AT&T has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service pursuant to 251(b)(1) of the Act.
- 1.2 At the request of AT&T, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to AT&T by SBC MISSOURI in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
- 1.3 SBC MISSOURI 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.
- 1.4 SBC MISSOURI shall not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, except that a State commission may, consistent with regulations prescribed by the Commission under Section 251(c)(4) of the Act, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at retail only to a category of Subscribers from offering such service to a different category of subscribers.
- 1.5 Except as otherwise expressly provided herein, for Telecommunications Services included within this Attachment that are offered by SBC MISSOURI to SBC MISSOURI's End Users through tariff(s), the rules and regulations associated with SBC MISSOURI's retail tariff(s) shall apply in parity when the services are resold by AT&T, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by each Party to its End Users.

- 1.6 AT&T may at any time add or delete features to or relocate the Resale services for AT&T's customers except for grandfathered services. However, AT&T may only offer grandfathered services to customers that are eligible to receive grandfathered services.
- 1.7 PLEXAR Families of Services Requirements
 - 1.7.1 AT&T shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding SBC MISSOURI's retail tariff(s), in the state of Missouri. AT&T may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and AT&T may only offer it to customers that are eligible to receive CENTREX from SBC MISSOURI. The PLEXAR families of services provided for resale will meet the following requirements:
 - 1.7.2 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to AT&T for resale. SBC MISSOURI does not have and will not apply a continuous property tariff restriction for PLEXAR®. SBC MISSOURI may not retain limitations on aggregation for purposes of the resale of volume discount offers. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.
- 1.8 AT&T may be required to pay a charge, for the cost of suppressing the need for AT&T Customers to dial "9" when placing calls outside the PLEXAR families of services
- 1.9 AT&T may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to AT&T Resale service customers having locations outside of the geographic territory in which SBC MISSOURI provides local exchange service as the incumbent LEC. Where SBC MISSOURI has established Meet Point Billing arrangements with independent LECs, AT&T may purchase Private Line Services to connect AT&T's End Users located outside of SBC MISSOURI's ILEC Territory. AT&T will receive a bill/invoice directly from the independent LEC for its portion of the services rendered and SBC MISSOURI will provide AT&T a bill/invoice for its portion of the services rendered less the wholesale discount.
- 1.10 AT&T may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 1.11 SBC MISSOURI will furnish PLEXAR Custom services to AT&T for resale subject to Section 1.1.1 of this Attachment. SBC MISSOURI's provision of PLEXAR Custom will be as specified in this Section. SBC MISSOURI will offer AT&T the same price SBC MISSOURI provides to its Customers less costs that will be avoided Access to appropriate

training for PLEXAR Custom sales and sales support will be provided to AT&T by SBC MISSOURI at a reasonable price to AT&T.

- 1.12 The resale services listed in Appendix Services/Pricing are at the wholesale discount rates shown therein and/or the applicable Commission ordered tariff where stated. However, this list of services is neither all inclusive nor exclusive. Except as otherwise expressed herein, the Parties also will make available for resale the wholesale discount rate set forth in Section 2 of Appendix Services/Pricing or otherwise ordered by the Commission on any other Telecommunications Services offered by a Party and not listed in Appendix Services and Pricing.
- 1.13 SBC MISSOURI will make available to AT&T for resale SBC MISSOURI's Bill Plus service at a discount of five per cent (5%) off of SBC MISSOURI's tariffed rate for each service. Consolidated Billing is available at no charge.
- 1.14 SBC MISSOURI will make available to AT&T for resale, including but not limited to, the following SBC MISSOURI services at SBC MISSOURI's tariffed rates, without a wholesale discount, for each service (or in the event a service is not tariffed, at the rate SBC MISSOURI charges its subscribers, except as otherwise provided herein):
- Construction Charges
 - Distance Learning
 - Maintenance of Service Charges
 - Suspension Services/Restoral Services
 - Telecommunications Service Priority Systems
 - Access Services
 - 976 Information Delivery Service
 - Shared Tenant Service
- 1.14.1 The Distance Learning discount is in addition to the discounts for the underlying services provided. Temporary Suspension of Service (i.e. vacation service) discounts apply to the discounted rate for the underlying service. When AT&T resells Shared Tenant Service, AT&T will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.15 The following services are not being made available by SBC MISSOURI to AT&T for resale:
- BDS/LAN
 - Customer Provided Equipment
 - Customized Billing Reports
 - Inline® Products
 - Inside Wiring
 - Semi-Public Telephone Equipment, Booths and Enclosures
 - 911 Universal Emergency Number Equipment

- Busy Studies

1.16 Telecommunications Services will be resold by SBC MISSOURI to AT&T on terms and conditions that are reasonable and nondiscriminatory.

2.0 Directory Assistance and Operator Services

2.01 Subject to any blocking that may be ordered by AT&T for its End Users, to the extent Directory Assistance (DA) services are provided to AT&T's End Users, SBC MISSOURI shall provide AT&T's End Users access to SBC MISSOURI's Directory Assistance services. AT&T shall pay SBC MISSOURI the charges attributable to Directory Assistance services utilized by AT&T's End Users.

2.02 Subject to any blocking that may be ordered by AT&T for its End Users, SBC MISSOURI will provide access to Operator Services ("OS") to AT&T's End Users to the same extent it provides OS to its own End Users. AT&T shall pay the charges associated with the utilization of OS by AT&T's End Users.

2.1 OS/DA Rate/Reference Information

2.1.1 Reference/Rater Information are SBC MISSOURI databases referenced by a SBC MISSOURI Operator for AT&T OS/DA specific information as provided by AT&T such as its business office, repair and OS/DA rates.

2.1.2 AT&T must provide OS/DA Rate/Reference Information.

2.1.3 When SBC MISSOURI's Operator receives a rate request from AT&T's End User, where technically feasible and available, then SBC MISSOURI will quote the applicable OS/DA rates as provided by the requesting Party.

2.1.4 AT&T must furnish OS/DA Rate and Reference Information. Information will be furnished in accordance with the process outlined in the Operator Services Questionnaire (OSQ). AT&T will furnish to SBC MISSOURI a completed OSQ thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

2.1.5 AT&T will inform SBC MISSOURI, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. AT&T acknowledges that it is responsible to provide SBC MISSOURI updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

2.1.6 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of AT&T's OS/DA Rate/Reference information. An additional non-

recurring charge will apply per state, per Operator assistance switch for each subsequent change to either AT&T's OS/DA Rate or Reference information.

2.2 OS/DA Call Branding

2.2.1 SBC MISSOURI will brand OS/DA in AT&T's name.

2.2.1.1 AT&T will provide SBC MISSOURI with the specific branding phrase to be used to identify AT&T. The standard phrase will be consistent with the general form and content currently used by AT&T in branding its respective services.

2.2.2 Branding Load Charges:

2.2.2.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for the establishment of AT&T's specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC MISSOURI on behalf of AT&T when multiple brands are required on a single Operator Services trunk.

2.3 Directory Listings Requirements

SBC MISSOURI publishes White Pages directories for geographic areas in which AT&T also provides local exchange telephone service, and AT&T wishes to include listings information for its customers in SBC MISSOURI's White Pages directories.

AT&T also desires distribution to AT&T's customers of the White Pages directories that include listings of such customers.

2.3.1 SBC MISSOURI will make available to AT&T, for AT&T's customers, non-discriminatory access to White Pages directory listings.

2.3.2 SBC MISSOURI will use the rules, regulations, practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SBC MISSOURI will include in appropriate White Pages directories the primary alphabetical listings of all AT&T's customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and SBC MISSOURI's practices are subject to change from time to time. SBC MISSOURI will include AT&T's local customer's primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.

- 2.3.3 Additional Listing services, including Enhanced Listings, and Non-Published Listings, as set forth in the Pricing Schedule, may be purchased by AT&T for its End Users on a per listing basis.
- 2.3.4 Liability relating to End User Listings
- 2.3.4.1 The requesting Party hereby releases the requested Party from any and all liability for damages due to errors or omissions in the requesting Party's End User listing information as provided to the requested Party under this Attachment, and/or the requesting Party's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 2.3.4.2 In addition to any other indemnity obligations in this Attachment or the Agreement to which this Attachment is attached, the requesting Party shall indemnify, protect, save harmless and defend the requested Party and the requested Party's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in the requesting Party's End User listing information, including any error or omission related to non-published or non-listed End User listing information. The requesting Party shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against the requesting Party and the requested Party, and/or against the requested Party alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the requesting Party's End User listing information in the White Pages directory, the requested Party may, at its option, assume and undertake its own defense, or assist in the defense of the requesting Party.
- 2.3.4.3 SBC MISSOURI will include the listing information for AT&T's customers for Resale services in SBC MISSOURI's White Pages directory data base in the same manner as it includes listing information for SBC MISSOURI's end user customers.
- 2.3.4.4 AT&T's subscriber listings are to be interfiled (interspersed) with SBC MISSOURI's and other subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.3.4.5 SBC MISSOURI will deliver one copy per primary End User listing of SBC MISSOURI's White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI's subscribers. AT&T may arrange for additional directory distribution and other services with SBC

MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.

2.3.4.6 Publication schedules for White Pages: SBC MISSOURI will provide to AT&T, via the SBC CLEC Online website, the initial directory schedule. Updates to the schedule will be provided in a timely manner as they occur.

2.3.4.7 At its option, AT&T may purchase one one-sided (1) information page (Customer Guide Pages) in the informational section of the White Pages directory covering the geographic area(s) it is serving. Such page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC MISSOURI information page. AT&T will provide to SBC MISSOURI, sixty (60) calendar days prior to the directory close date, the information page in camera ready format. AT&T will have the right to approve the content of SBC MISSOURI's camera-ready copy. Informational Page rates are identified in the Pricing Schedule.

2.3.4.8 SBC MISSOURI will include AT&T's specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other requesting Parties. The space available to AT&T on such page will be 1/8th page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published, AT&T will provide SBC MISSOURI the information to be published on the information page according to the instructions provided on SBC CLEC Online website (AT&T will be limited to a maximum of one representation in any single edition of SBC MISSOURI's Party White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement). The content of AT&T's camera-ready copy shall be subject to SBC MISSOURI's approval. In those directories in which SBC MISSOURI includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at AT&T's request, subject to the guidelines set forth above.

2.4 Unless otherwise provided in this Agreement, SBC MISSOURI will perform all of its obligations hereunder throughout the entire service area where SBC MISSOURI is the incumbent local exchange carrier. SBC MISSOURI will provide the services covered by this Attachment subject to the availability of facilities in this state.

- 2.5 AT&T may terminate any Resale service within the period specified for termination of such Resale service in SBC MISSOURI's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 2.6 AT&T shall make its telecommunications services available for resale to SBC MISSOURI on terms and conditions that are reasonable and nondiscriminatory.

3.0 Branding

- 3.1 AT&T is free to brand the Resale services that SBC MISSOURI provides to AT&T under the provisions of this Agreement. SBC MISSOURI will not brand such Resale services provided to AT&T under this Agreement as being SBC MISSOURI's services, although certain SBC MISSOURI retail services that utilize electronic branding are subject to the further provisions of Section 3.1.1 below.
 - 3.1.1 SBC MISSOURI offers certain retail services that utilize electronic branding to designate the services as SBC MISSOURI's retail services. Subject to applicable law, to the extent such services are made available for resale to AT&T customers, AT&T may request SBC MISSOURI to rebrand such services as AT&T services or to offer them without a brand. SBC MISSOURI will review such requests in a timely manner and provide a cost estimate. AT&T agrees to reimburse SBC MISSOURI for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet AT&T's needs. AT&T must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC MISSOURI as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC MISSOURI agrees to reimburse AT&T for a reasonable portion of its costs.
- 3.2 AT&T will provide the exclusive interface to AT&T Customers in connection with the marketing, offering or provision of AT&T services, except as otherwise provided in this Agreement. In those instances where SBC MISSOURI personnel interface directly with AT&T customers in respect to installation, maintenance, and repair services in connection with providing Resale services to AT&T, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 3.3 Branding provisions concerning SBC MISSOURI's furnishing of all forms, business cards or other business materials to AT&T customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Attachment and Attachments 27 and 27A of this Agreement.

- 3.4 AT&T will not, without SBC MISSOURI'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 SBC MISSOURI or its affiliates.

4.0 Promotion

- 4.1 Resale services offered by SBC MISSOURI through promotions will be available to AT&T Party on terms and conditions no less favorable than those SBC MISSOURI makes available to its customers, provided that for promotions of 90 days or less, SBC MISSOURI will offer the services to AT&T for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC MISSOURI will make the services available at the avoided cost discount from the promotional rate.

5.0 No Restrictions on Resale

- 5.1 In each state AT&T may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. AT&T will not resell to business customers SBC MISSOURI's Resale services that are restricted by SBC MISSOURI's tariffs to use by residential subscribers. SBC MISSOURI is not required to make services available for resale at wholesale rates to AT&T for its own use. AT&T may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent AT&T resells services that require certification on the part of the buyer, AT&T will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 AT&T will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that AT&T may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 Dialing Parity

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

- 7.1 Maintenance will be provided by SBC MISSOURI in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 27: Operation Support Systems (OSS).

8.0 Changes in Retail Service

- 8.1 Sections 35.2 and 35.3 of the General Terms and Conditions govern notification, if any, of changes in the prices, terms and condition under which SBC MISSOURI offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers.

9.0 Billing for Resale

- 9.1 SBC MISSOURI will bill AT&T for Resale services provided by SBC MISSOURI to AT&T pursuant to the terms of this Attachment, and in accordance with the billing terms and conditions contained in the General Terms and Conditions and Attachment 28: Comprehensive Billing. Resale usage for services provided by SBC MISSOURI to AT&T shall also be in accordance with Attachment 28: Comprehensive Billing.

10.0 Operational Requirements

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support System (OSS) "functions" to AT&T for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the requested Party, see Attachment 27: Operation Support Systems (OSS).

11.0 Alternatively Billed Calls

- 11.1 Responsibility for ABS Calls
 - 11.1.1 If AT&T does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of AT&T to order the appropriate toll restriction or blocking on lines resold to End Users. AT&T acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. AT&T acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not

available and any charges associated with calls that bypass blocking systems. If AT&T fails to accept liability for calls that may bypass blocking systems, AT&T agrees to provide its End User information to SBC MISSOURI so that SBC MISSOURI may bill AT&T's End User for the services they benefited from and the charges the End Users rightfully owe.

12.0 CLASS and Custom Features Requirements

- 12.1 AT&T may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. AT&T may package any services so purchased for purposes of resale to its customers. SBC MISSOURI will provide to AT&T a list of all services and features. As requested by AT&T, SBC MISSOURI 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 SBC MISSOURI differs from the tariff, the tariff prevails. For ordering and provisioning of features and services see Attachment 27: Operations Support Systems (OSS).

13.0 Voluntary Federal Customer Financial Assistance Programs

- 13.1 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 SBC MISSOURI customers choose to obtain Resale service from AT&T, SBC MISSOURI will confirm such customers' eligibility to participate in such SBC MISSOURI programs to AT&T, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). AT&T is responsible for ensuring that its customers to whom it resells SBC MISSOURI's Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

14.0 E911/911 Services

- 14.1 Where available, SBC MISSOURI will afford AT&T's customers with resold lines the ability to make 911 calls. AT&T is responsible for collecting from its resold end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharge assessed on the resold end user by any municipality or other governmental entity within whose boundaries AT&T provides local exchange service. Where requested by SBC MISSOURI, AT&T will provide SBC MISSOURI with accurate and complete information regarding its customers in a format and time frame prescribed by SBC MISSOURI for purposes of 911 administration. SBC MISSOURI will provide to AT&T, for AT&T Customers, E911/911 call routing to the appropriate PSAP. SBC MISSOURI will make AT&T Customer information available to the appropriate PSAP. SBC MISSOURI shall use its service order process to update and maintain, on the same schedule that it

uses for its Customers, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E911/911 services.

15.0 Services to Disabled Customers

- 15.1 SBC MISSOURI agrees any services it offers to disabled customers will be made available to AT&T for its customers who qualify as disabled customers. When a SBC MISSOURI customer eligible for services offered to disabled customers chooses to obtain Resale services from AT&T, SBC MISSOURI will make all information regarding such customer's eligibility for disabled services available to AT&T, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). AT&T is responsible for ensuring that its customers to whom it resells SBC MISSOURI's disabled services are eligible to receive same.

16.0 Telephone Relay Service

- 16.1 Where SBC MISSOURI 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 ("Telephone Relay Service"), SBC MISSOURI will make such service available to AT&T at no additional charge, for use by AT&T customers who are speech or hearing-impaired. If SBC MISSOURI maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC MISSOURI will make such data available to AT&T as it pertains to AT&T Resale service customers.

17.0 Lifeline Services

- 17.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SBC MISSOURI agrees that any Lifeline Services it offers to customers will be available to AT&T for customers who meet such eligibility requirements.
- 17.2 When a SBC MISSOURI Lifeline Services customer chooses to obtain Resale service from AT&T, SBC MISSOURI will confirm such SBC MISSOURI customer's Lifeline Service eligibility to AT&T, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). AT&T is responsible for ensuring that its customers to whom it resells SBC MISSOURI's Lifeline Services are eligible to receive same.
- 17.3 SBC MISSOURI will provide the Lifeline Service to AT&T at the Missouri Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in Pricing Schedule. SBC MISSOURI is the entity eligible to apply to and receive support from the Missouri Universal Service Fund and the Federal Universal Service Fund for Lifeline Service.

18.0 Advanced Intelligent network

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

19.0 Pay Phone Services

- 19.1 Pay Phone Services - SBC MISSOURI will not be required to make available Pay Phone Service for resale to AT&T unless and until such time as the Parties may agree to amend this Agreement to include terms, conditions and rates for such services, and not before. SBC MISSOURI shall be under no obligation to agree to any terms, conditions or rates for such services during the term of this Agreement.

20.0 Call Trace

- 20.1 AT&T end user's activation of Call Trace shall be handled by the SBC MISSOURI Call Trace Center (CTC). SBC MISSOURI shall notify AT&T of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with AT&T's end users (whether that end user is the victim or the suspect) will be coordinated through AT&T.
- 20.2 AT&T understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be AT&T's responsibility to provide additional information necessary for any police investigation. AT&T will indemnify SBC MISSOURI against any claims that insufficient information led to inadequate prosecution.

21.0 Suspension Services

- 21.1 AT&T may offer to resell Customer Initiated Suspension and Restoral Service to their customers. AT&T may also provide a Company Initiated Suspension service for their own purposes. Should AT&T choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If AT&T issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should AT&T

issue a disconnect after the fifteen (15) day suspension period, AT&T will be responsible for all appropriate charges on the account back to the suspension date. Should AT&T restore their end user, a Service Connection Charge for Restoral of Service will apply and AT&T will be billed for the appropriate service from the time of suspension.

22.0 CHANGE IN END USER LOCAL SERVICE PROVIDER

- 22.1 When an End User converts existing service to AT&T resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule.
- 22.2 Simple and Complex Service Orders: If either SBC MISSOURI or AT&T on an electronic flow-through basis can handle an order, the conversion order is simple. All other conversion orders are complex.
- 22.3 If an AT&T end user customer adds features or services when the end user customer changes their resold local service from SBC MISSOURI or another LSP to AT&T, SBC MISSOURI will charge AT&T the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charges.
- 22.4 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on SBC MISSOURI's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 22.5 Upon an end user's subscription to AT&T local Resale service, SBC MISSOURI will promptly remove from the LIDB any SBC MISSOURI assigned telephone line based calling card number (TLN) applicable to that end user.

23.0 Reservation of Rights/Intervening Law

- 23.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

APPENDIX TO ATTACHMENT 1: RESALE SERVICES/PRICING

1.0 This Appendix Services/Pricing describes several services which SBC MISSOURI will make available to AT&T for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC MISSOURI 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 Services Available for Resale and Associated Prices

2.1 SBC MISSOURI's Retail Telecommunications Services are available for Resale at a 19.2% (MO) discount.

3.0 Reservation of Rights/Intervening Law

3.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

APPENDIX TO ATTACHMENT 1: CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1.0 Customized Routing of AT&T Directory Assistance and Operator Services

- 1.1 Where AT&T purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC MISSOURI will provide the functionality and features required to route all calls from AT&T customers for Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) to AT&T designated trunks for the provision of AT&T Directory Assistance and Operator Services.
- 1.2 SBC MISSOURI is free to choose the methodology deployed in SBC MISSOURI's network to perform customized routing of Directory Assistance and Operator Services.
- 1.3 SBC MISSOURI will provide the functionality and features within its local switch (LS) providing the resold local service to route AT&T customer-dialed Directory Assistance local calls to AT&T designated trunks via Feature Group C signaling.
- 1.4 SBC MISSOURI will provide the functionality and features within its LS to route AT&T customer dialed 0/0+ local and IntraLATA calls to AT&T designated trunks via Feature Group C.
- 1.5 The Parties agree that, in the event of an emergency wherein an AT&T customer must reach a non-AT&T customer that has a non-published telephone number, the AT&T operator will contact SBC MISSOURI's operator and request the assistance of a supervisor as is done by SBC MISSOURI's operators today.
- 1.6 SBC MISSOURI will provide the functionality and features within its LS providing the resold local service to route AT&T customer dialed 0- and 0+ local calls to the AT&T designated trunks via Modified Operator Signaling Services (MOSS) Feature Group C signaling. In all cases, SBC MISSOURI will provide post-dial delay at least equal to that provided by SBC MISSOURI for its end user customers.
- 1.7 SBC MISSOURI will forward with all Directory Assistance and Operator Services calls from AT&T customers all appropriate line data required by AT&T to identify the type of line. Such data shall include, but not be limited to, originating line number, 10 digits, line class code, and any other data elements required to allow AT&T to appropriately identify the originating line for purposes of call handling and recording.
- 1.8 All direct routing capabilities described herein will permit AT&T customers to dial the same telephone numbers for AT&T Directory Assistance and Operator Services that similarly-situated SBC MISSOURI customers dial for reaching equivalent SBC MISSOURI services.

1.9 The rates for Customized Routing Resale are contained in Pricing Schedule.

2.0 Reservation of Rights/Intervening Law

2.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.