

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application for Approval)
of an Amendment to the Interconnection)
Agreement Between Navigator) Case No. _____
Telecommunications, LLC and Southwestern)
Bell Telephone, L.P. d/b/a AT&T Missouri)

**APPLICATION FOR APPROVAL OF AMENDMENT
TO INTERCONNECTION AGREEMENT**

Navigator Telecommunications, LLC ("Navigator) pursuant to 4 CSR 240-3.513(6)(C), respectfully submits the attached Amendment to the Interconnection Agreement between Navigator and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri and respectfully requests the Missouri Public Service Commission ("Commission") approve it. In support of this Application, Navigator states:

1. Navigator is an Arkansas limited liability company operating as a Competitive Local Exchange Carrier and long-distance reseller in Missouri pursuant to certifications granted by this Commission in Case No. TA-98-383, as amended in Case No. TA-200-243 and Case No. TA-2000-232. A copy of Navigator's authorization to conduct business in Missouri is attached as Exhibit A. Navigator's principal place of business is located at 8525 Riverwood Park Drive, P.O. Box 13860, North Little Rock, AR 72113, telephone (501) 954-4000.

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Mark P. Johnson
Roger W. Steiner
Sonnenschein, Nath & Rosenthal LLP
4520 Main Street
Suite 1100
Kansas City, MO 64111

3. Navigator does not have any pending or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment, or decision has occurred within three (3) years of the date of this Application.

4. Navigator does not have any annual report or assessment fees that are overdue in Missouri.

5. On August 9, 2005, Navigator and AT&T Missouri submitted to the Commission the conformed successor Interconnection Agreement to the Missouri 271 Agreement between AT&T Missouri and Navigator as modified by the Commissions' August 8, 2005 Order in Case No. TK-2006-0042.

6. On May 3, 2006, Navigator and AT&T Missouri agreed to amend their Interconnection Agreement by adding to that agreement the Transit Traffic Service Agreement. A fully executed copy of the parties' May 3, 2006, Amendment is appended to this application. To Navigator's knowledge, this type of interconnection agreement amendment has not previously been approved by the Commission and is being submitted to the Commission for approval pursuant to the Commission's rule set out at 4 CSR 240-3.513(6)(C).

WHEREFORE, Navigator respectfully requests the Commission to approve the May 3, 2006, Amendment to the Interconnection Agreement between Navigator and AT&T Missouri.

Respectfully submitted,

SONNENSCHN NATH & ROSENTHAL LLP

By: /s/ Mark P. Johnson

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ATTORNEYS FOR
NAVIGATOR TELECOMMUNICATIONS, LLC


VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

COMES NOW Mark P. Johnson, being of lawful age and duly sworn, who swears and affirms as follows:

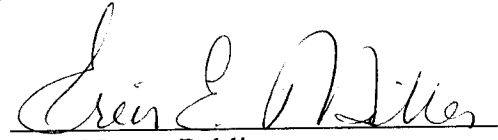
1. My name is Mark P. Johnson, and I am an attorney for Navigator Telecommunications, LLC. ("Applicant"). In that capacity, I am authorized to verify the statements contained in the Application for Approval of Amendment to Interconnection Agreement above, and the information contained therein, on behalf of Applicant.

2. The information contained in the above-described document is true and accurate to the best of my knowledge and belief.



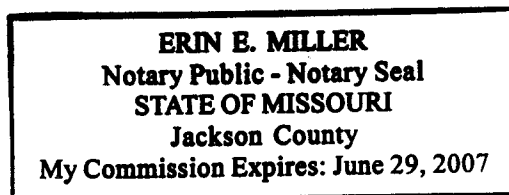
Mark P. Johnson

Subscribed and sworn to before me this 23rd day of May, 2006.



Notary Public

My Commission Expires:



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been mailed, or sent via email, this 23rd day of May, 2006, to:

Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

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/s/ Mark P. Johnson
ATTORNEYS FOR
NAVIGATOR TELECOMMUNICATIONS, LLC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T MISSOURI
AND
NAVIGATOR TELECOMMUNICATIONS, LLC**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Missouri ("AT&T Missouri") and Navigator Telecommunications, LLC ("CLEC") is hereby amended as follows:

(1) Add Appendix Transit Traffic Service Attachment, which is attached hereto and incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment 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), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 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) ("ISP Compensation Order"), 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 as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Missouri shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Missouri, 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 AT&T Missouri's right to exercise its option at any time to adopt on a date specified by AT&T Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as "AT&T Missouri".

rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate, by Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Navigator Telecommunications, LLC

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

By: K L LeDoux
Printed: Kenrick LeDoux
Title: VP Engineering + CTO
(Print or Type)
Date: 4/27/06

By: Rebecca L Sparks
Printed: Rebecca L. Sparks
Title: Executive Director-Regulatory
Date: 5/3/06

FACILITIES-BASED OCN # 0525

ACNA NVG

TRANSIT TRAFFIC SERVICE ATTACHMENT

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TRANSIT TRAFFIC SERVICE ATTACHMENT

1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment ("Attachment") sets forth the rates, terms and conditions of AT&T-13STATE's Transit Traffic Service as a Transit Service Provider. AT&T-13STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Navigator Telecommunications, LLC ("CARRIER") to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-13STATE's provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECs) (i.e., carriers that interconnect with AT&T-13STATE's network but operate and/or provide Telecommunications Services outside of AT&T-13STATE's incumbent local exchange area).

2. DEFINITIONS

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from CARRIER's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**Central Office Switch**" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "**Calling Party Number**" or "**CPN**" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "**Connecticut Transit Traffic Service**" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service whereby AT&T-CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic, carrying out the terms and conditions herein.
- 2.5 "**End Office**" or "**End Office Switch**" is an AT&T-13STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.6 "**Exchange Service**" means Telephone Exchange Service as defined in the Act.
- 2.7 "**ISP-Bound Traffic**" is defined as traffic exchanged between CARRIER's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from CARRIER's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T-13STATE exchange area; or
 - (ii) originates from CARRIER's end-users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T-13STATE Exchanges or within an AT&T-13STATE exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T-13STATE's tariff, (e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.8 "**IntraLATA Toll Traffic**" is defined as traffic exchanged between CARRIER's end users and the end users of a Third Party Terminating Carrier which subtends an AT&T-13STATE Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent

through an IXC or an intermediary). For purposes of this Attachment, traffic between CARRIER's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the AT&T-13-STATE local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

- 2.9 **"Local Tandem"** refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular local calling area.
- 2.10 **"Local/Access Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.11 **"Local/IntraLATA Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.12 **"Local Only Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 2.13 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.14 **"Section 251(b)(5)/IntraLATA Traffic"** shall mean for purposes of this Agreement, (i) Section 251(b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CARRIER where CARRIER is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T-13-STATE where AT&T-13-STATE is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- For Section 251(b)(5) Traffic exchanged between CARRIER's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.15 **"Tandem" or "Tandem Switch"** is an AT&T-13-STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.16 **"Third Party Originating Carrier"** means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-13-STATE's network and is delivered to CARRIER.
- 2.17 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when CARRIER uses AT&T-13-STATE's Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).
- 2.18 **"Transit Service Provider"** means AT&T-13-STATE when providing its Transit Traffic Service.
- 2.19 **"Transit Traffic"** means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.20 **"Transit Traffic Service"** is an optional non 251/252 switching and intermediate transport service provided by AT&T-13-STATE to CARRIER where CARRIER is directly interconnected with an AT&T-13-STATE Tandem. AT&T-13-STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating

Carrier and is routed utilizing an AT&T-13STATE Tandem Switch where an AT&T-13STATE end user is neither the originating nor the terminating party.

- 2.21 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CARRIER network with AT&T-13STATE's network for the purpose of interconnection pursuant to the Act.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will provide CARRIER with AT&T-13STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-13STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on CARRIER's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T-13STATE end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network. CARRIER agrees to compensate AT&T-13STATE for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Transit Traffic Service Appendix Pricing, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.

Connecticut Transit Traffic Service

- 3.5 AT&T CONNECTICUT will make its Connecticut Transit Traffic Service available to CARRIER for the purpose of completing CARRIER Transit Traffic calls as defined in Sections 2.19 through 2.20 above, and upon the terms and conditions set forth herein. In doing so, AT&T CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic as defined in Section 2.19 above.
- 3.5.1 In AT&T CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Local and IntraLATA Toll traffic to a Third Party Terminating Carrier network through AT&T CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an AT&T CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing.
- 3.5.2 As part of AT&T CONNECTICUT's Connecticut Transit Traffic Service, AT&T CONNECTICUT will be solely responsible for compensating the Third Party Terminating Carrier for CARRIER's Transit Traffic that is terminated on a Third Party Terminating Carrier's network.
- 3.5.2.1 CARRIER shall bill AT&T CONNECTICUT for terminating Transit Traffic originated by other LECs or CLECs in accordance with the provisions of this Attachment applicable to AT&T CONNECTICUT originated Transit Traffic.
- 3.5.3 CARRIER shall issue ASRs for dedicated one-way Connecticut Transit Traffic Service trunk groups in AT&T CONNECTICUT.
- 3.5.3.1 One-way Trunk Groups for Transit Traffic Service in AT&T CONNECTICUT, (Connecticut Transit Traffic trunk groups) can be established between CARRIER's switch and an AT&T CONNECTICUT's Tandem. CARRIER is financially responsible for the transport facility cost. These Trunk Groups will utilize Signaling System 7 (SS7) signaling protocol.
- 3.6 The rates that AT&T-12STATE shall charge CARRIER for the Transit Traffic Service is outlined in Section 6.0, below and attached Transit Traffic Service Transit Traffic Service Appendix Pricing.

Carrier Originating

- 3.7 CARRIER has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-12STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-12STATE have any liability to CARRIER or any Third Party if CARRIER fails to enter into such traffic compensation arrangements. In the event CARRIER originates traffic that transits AT&T-12STATE's network to reach a Third Party Terminating Carrier with whom CARRIER does not have a traffic compensation arrangement, then CARRIER will indemnify, defend and hold harmless AT&T-12STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-12STATE will bill their respective charges directly to CARRIER. AT&T-12STATE will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will AT&T-12STATE be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.8 In the event CARRIER originates Transit Traffic destined for a Third Party Terminating Carrier with which CARRIER does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-12STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-12STATE has delivered, CARRIER will indemnify AT&T-12STATE for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-12STATE agrees to allow CARRIER to participate as a party.
- 3.9 CARRIER will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-13STATE. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-13STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CARRIER agrees to cooperate to investigate and take corrective action. If CARRIER is passing CPN but AT&T-13STATE is not properly receiving information, CARRIER will work cooperatively to correct the problem. If the CPN is not received from the CARRIER, AT&T-13STATE can not forward the CPN and CARRIER will indemnify, defend and hold harmless AT&T-13STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-13STATE's network to have CPN.
- 3.10 CARRIER, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T-12STATE may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

Carrier Terminating

- 3.11 CARRIER shall not charge AT&T-12STATE when AT&T-12STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CARRIER.
- 3.12 When AT&T-13STATE, operating as a Transit Service Provider, routes Transit Traffic to CARRIER from a Third Party Originating Carrier, AT&T-13STATE agrees to pass the originating CPN information to CARRIER as provided by the Third Party Originating Carrier.
- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CARRIER from AT&T-13STATE serving as the Transit Traffic Provider. Where AT&T-13STATE is providing a Transit Traffic Service, AT&T-13STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-13STATE can not forward the CPN; therefore, CARRIER will indemnify, defend and hold harmless AT&T-13STATE from any Losses according to Section 3.7 above. If AT&T-13STATE or CARRIER identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CARRIER agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-13STATE or CARRIER is not properly receiving information, CARRIER will work cooperatively to correct the problem.

- 3.14 CARRIER agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-12STATE, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC ROUTING

- 4.1 Where AT&T-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via AT&T-12STATE's Local Tandem Switches, but not at or through any AT&T-12STATE Access Tandem Switches.
- 4.2 Where AT&T-12STATE has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via the appropriate AT&T-12STATE Local/IntraLATA Tandem Switch or Local /Access Tandem Switch.
- 4.3 Where AT&T-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via AT&T-12STATE's Access Tandem Switches, but not at or through any AT&T-12STATE Local Tandem Switches.
- 4.4 Where AT&T-12STATE has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via the appropriate AT&T-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.5 Upon written notification from AT&T-13STATE of misrouting of Transit Traffic by CARRIER as identified above, CARRIER will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.6 Facilities and trunking pursuant to CARRIER's Interconnection Trunking Requirements (Appendix ITR) to the interconnection agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic from CARRIER through the AT&T-13STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T-13STATE written request, CARRIER shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CARRIER shall route Transit Traffic via AT&T-13STATE's Tandem switches, and not at or through any AT&T-13STATE End Offices. Once this trunk group has been established, CARRIER agrees to cease routing Transit Traffic through the AT&T-13STATE Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-12STATE's tandem switch where an AT&T-12STATE end user is neither the originating nor the terminating party. CARRIER agrees to compensate AT&T-12STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.
- 6.2 Rate Elements - the following rate elements apply, (the corresponding rates are specified in Appendix Pricing, attached hereto):
- 6.2.1 Tandem Switching - compensation for the use of tandem switching.

- 6.2.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 6.3. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.
- 6.4. In AT&T CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Transit Traffic to a Third Party Terminating Carrier network through AT&T CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an AT&T CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing, attached hereto.

7. EFFECTIVE DATE; TERM

- 7.1 Notwithstanding anything to the contrary, this Transit Traffic Service Appendix shall become effective as of the date of the latter of: (1) the effective date(s) of individual interconnection agreement(s), entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and CARRIER, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the effective date of a non 251/252 agreement incorporating this Transit Traffic Service Appendix. The terms of this Transit Traffic Service Appendix shall expire upon the date of the earlier of: (1) the date of the expiration of each individual interconnection agreement, entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and CARRIER, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the date of termination of a non 251/252 agreement incorporating this Transit Traffic Service Appendix.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 In entering into this Agreement, this Attachment, 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). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement, and/or this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement or this Attachment, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement or this Attachment. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 8.2 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT-MISSOURI

Transit Pricing
ATTMO/NAVIGATOR TELECOMMUNICATIONS, LLC
041206

Schedule of Prices			
Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
Transit Traffic Compensation			
Transit Rate per MOU	\$0.000960	None	None

STATE OF MISSOURI



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

NAVIGATOR TELECOMMUNICATIONS, LLC.

using in Missouri the name

**NAVIGATOR TELECOMMUNICATIONS, LLC.
FL0016117**

a ARKANSAS entity was created under the laws of this State on the 17th day of November, 1997, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of May, 2006

Robin Carnahan

Secretary of State

