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April 14, 2003

Office of the Secretary
ATTN: Data Center
Missouri Public Service Commission
200 Madison Street, Suite 650
Jefferson City, Missouri 65102

FILED⁴
APR 14 2003
Missouri Public
Service Commission

Re: The Interconnection and Resale Agreement By and Between Sprint Missouri, Inc. and Digital Teleport, Inc. Under Sections 251 and 252 of the Telecommunications Act of 1996.

Dear Mr. Secretary:

Please find enclosed for filing with the Commission, an original and five (5) copies of the Application of Sprint Missouri, Inc. d/b/a Sprint for Approval of an Interconnection and Resale Agreement and the original and three (3) copies of the Agreement. I would appreciate your filing the same and returning a file stamped copy of the Application to me in the enclosed, self addressed envelope.

In addition, correspondence to Digital Teleport, Inc. regarding this application may be directed to: Daniel A. Davis, Senior Vice President, Digital Teleport, Inc., 14567 N. Outer Forty, Chesterfield, Missouri 63017

If you have any questions or comments, please do not hesitate to contact me at (913) 315-9363.

Very truly yours,

Lisa Creighton Hendricks

LCH:mkj
Enclosures

cc: Parties of Record

MASTER INTERCONNECTION AND RESALE AGREEMENT

FOR THE STATE OF MISSOURI

BETWEEN

Digital Teleport, Inc.

and

Sprint Missouri, Inc.

FILED⁴

APR 14 2003

**Missouri Public
Service Commission**

This Master Interconnection and Resale Agreement ("Agreement") between Digital Teleport, Inc., a Missouri CLEC ("CLEC"), and Sprint Missouri, Inc., a Missouri corporation ("Sprint"), herein collectively, "the Parties," is entered into and effective this 20th day of November 2002, for the State of Missouri.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Missouri entered into by and between Sprint and Missouri Network Alliance, LLC, dated May 1, 2001 ("Adopted Agreement"), amended as follows:

1. TERM

- 1.1. This Agreement shall be in force and become effective on the 20th day of November 2002, or the date of Commission approval, if required.

2. CONDITIONS

- 2.1 The Parties anticipate that all services provided under this Agreement will be consistent with the decisions of courts, the Federal Communications Commission ("FCC"), and any state Commission having jurisdiction over this Agreement, including, but not limited to, the decisions of the 8th Circuit Court of Appeals and the United States Supreme Court.
- 2.2 To the extent that a decision of a court, the FCC, or any state Commission having jurisdiction over this Agreement or the Adopted Agreement materially affects any obligation under either agreement, the Parties agree to negotiate in good faith such mutually acceptable new provision(s) as may be required to reflect the pricing, terms, and conditions of each such Amended Rules relating to any of the provisions either or both agreements.

3. RATES

- 3.1 All rates provided under this Agreement will include any subsequent amendments executed by Sprint and CLEC, as well as any rates based upon decisions of any court or federal or state commission having jurisdiction over this Agreement.

4. GENERAL

- 4.1. Other than as set forth above, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 4.2. This Agreement, executed by authorized representatives of Sprint and CLEC, incorporates and adopts the terms and conditions of the Adopted Agreement as terms and conditions of this Agreement.
- 4.3. This Agreement supercedes all other Interconnection and/or Resale agreements between Sprint and CLEC.

5. NOTICES:

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

To CLEC: Daniel A. Davis
Senior Vice President
Digital Teleport, Inc.
14567 N. Outer Forty
Chesterfield, MO 63017
Tel: 314-253-6608
Fax: 314-880-1999

Copy to: Zenas J. Choi
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W.
Suite 300
Washington, DC 20007
Tel: 202-295-8375
Fax: 202-424-7643

To Sprint: Director, Wholesale Markets—
CLEC & Wireless
Sprint Corporation
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

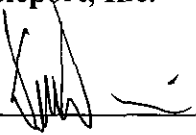
Copy to: Senior Attorney
Sprint LTD
5454 W. 110th Street
Mailstop: KSOPKJ0505
Overland Park, KS 66211

6. PARTIES

- 6.1 For purposes of this Agreement, all references in the Adopted Agreement to Missouri Network Alliance, LLC shall be considered as references to Digital Teleport, Inc. Sprint shall remain as the other Party to the Adopted Agreement. Except as modified above, this Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, Sprint and CLEC have caused this Agreement to be executed by its duly authorized representatives.

Digital Teleport, Inc.

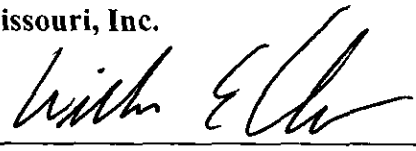
By: 

Name: Daniel A. Davis

Title: Sr. Vice President

Date: November 20, 2002

Sprint Missouri, Inc.

By: 

Name: William E. Cheek

Title: President – Wholesale Markets

Date: 11/21/02