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PROFESSIONAL CORPORATION

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September 4, 2003

Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
P.O. Box 360  
Jefferson City, Missouri 65102

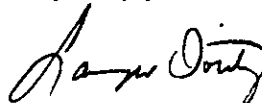
Re: Notice of Amendment to the SBC Missouri M2A  
by SBC Advanced Solutions, Inc.  
File No. \_\_\_\_\_

Dear Mr. Roberts:

Please find enclosed for filing with the Missouri Public Service Commission the original and two (2) copies of: (1) SBC Advanced Solutions, Inc.'s ("SBC-ASI") Notice of Amendment to the SBC Missouri M2A; and (2) Amendment to Missouri M2A Interconnection Agreement duly executed by SBC-ASI and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri.

A copy of this filing has been mailed or hand-delivered this date to counsel for SBC Missouri, the General Counsel's office and the Office of the Public Counsel. If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,



Larry W. DORITY

Enc:

cc: Mr. Paul Lane, SBC Missouri  
Dana K. Joyce, General Counsel  
Office of the Public Counsel

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

RECEIVED<sup>3</sup>

SEP 04 2003

Records  
Public Service Commission

In the Matter of the Application of SBC )  
Advanced Solutions, Inc. for Approval of an )  
Interconnection Agreement with Southwestern )  
Bell Telephone, L.P. d/b/a SBC Missouri. )

File No. \_\_\_\_\_

**NOTICE OF AMENDMENT TO THE SBC MISSOURI M2A**

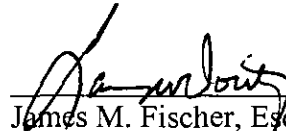
SBC Advanced Solutions, Inc. ("SBC-ASI") hereby notifies the Missouri Public Service Commission that SBC-ASI and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri") have executed an Amendment to the Missouri 271 Interconnection Agreement ("M2A") of SBC Missouri, which is attached hereto. In furtherance of its Notice, SBC-ASI certifies:

1. SBC-ASI received its certificates of service authority to provide local exchange and interexchange telecommunications services in Missouri on November 8, 1999, in Case No. TA-2000-260.
2. On February 1, 2000, the Commission issued an order approving tariffs filed by SBC-ASI. In the same order, the Commission indicated that the certificates of service authority granted to SBC-ASI on November 8, 1999, would become effective along with the tariffs on February 7, 2000.
3. The Commission approved the M2A on March 1, 2001, in Case No. TO-99-227. SBC-ASI filed its Notice of Adoption of the M2A with the Commission on May 25, 2001. SBC-ASI signed the M2A on May 22, 2001, and original copies of the signed signature pages were attached to said Notice.
4. SBC-ASI subsequently filed with the Commission various Notices of Adoption of Amendments to the M2A. The filing dates, File Number designations and dates of correspondence from the Commission notifying SBC-ASI that said amendments were being made effective, are set forth below for each respective filing:

i)	June 5, 2001,	File No. IA20010047,	June 18, 2001;
ii)	November 2, 2001,	File No. IA20020012,	December 10, 2001;
iii)	January 4, 2002,	File No. IA20020025,	February 6, 2002;
iv)	March 18, 2002,	File No. IA20020052,	March 27, 2002;
v)	June 26, 2002,	File No. IA20020068,	July 22, 2002; and
vi)	August 1, 2002	File No. IA20030011,	September 3, 2002.
vii)	September 6, 2002	File No. VT-2003-0002	November 7, 2002
viii)	September 6, 2002	File No. VT-2003-0001	December 26, 2002
ix)	November 7, 2002	File No. VT-2003-0018	December 26, 2002

5. SBC-ASI submits the attached Amendment to the M2A as executed by SBC-ASI and SBC Missouri. Essentially, this Amendment adds a Telephone Number Report to the xDSL Appendix of the M2A. Original copies of the Amendment and Attachment (attached thereto and incorporated therein), with the signed signature pages, are attached to this Notice.

Respectfully submitted,



James M. Fischer, Esq. MBN 27543

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Larry W. Dority, Esq. MBN 25617

e-mail: [lwdority@sprintmail.com](mailto:lwdority@sprintmail.com)

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101 Madison Street, Suite 400

Jefferson City, Missouri 65101

Telephone: (573) 636-6758

Facsimile: (573) 636-0383

Attorneys for SBC Advanced Solutions, Inc.

Date: September 4, 2003

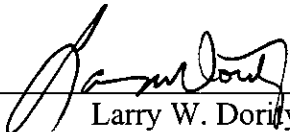
## CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, e-mailed, or mailed, First Class, postage prepaid, this 4th day of September, 2003, to:

Office of the Public Counsel  
P.O. Box 360  
Jefferson City MO 65102

Paul G. Lane  
SBC Missouri  
One Bell Center, Room 3520  
St. Louis, MO 63101

Dana K. Joyce  
General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City MO 65102



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Larry W. Dority

COUNTY OF DALLAS:

STATE OF TEXAS:

**AFFIDAVIT OF DAVID G. HAMMOCK**

Before me, the Undersigned Authority, on this 27<sup>TH</sup> day of AUGUST, 2003 personally appeared David G. Hammock who, upon being by me duly sworn on oath deposed and said the following:

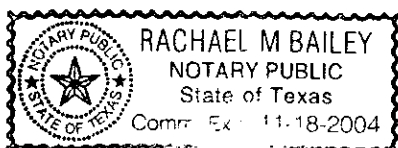
1. My name is David G. Hammock. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am responsible for SBC Advanced Solutions, Inc.'s negotiation and execution of Interconnection Agreements with other telecommunication providers. I have personal knowledge of the Amendment between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("SBC Missouri") and SBC Advanced Solutions, Inc. ("SBC-ASI").
2. The Amendment adds a Telephone Number Report to the xDSL Appendix of the Interconnection Agreement and is the result of good faith negotiation. I believe that the Amendment between SBC Missouri and SBC-ASI is in the public interest and comports with the relevant requirements of state law.
3. I am not aware of any provision of this Amendment that discriminates against a telecommunications carrier that is not a party to this Amendment. The terms of this Amendment are available to any similarly situated local service provider in negotiating a similar Amendment.
4. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further Affiant sayeth not.

*David Hammock*

David G. Hammock  
Executive Director- Interconnection

Sworn and Subscribed to before me this 27<sup>TH</sup> day of AUGUST, 2003, to certify which witness my hand.



*Rachael M. Bailey*  
Notary Public in and for the State of Texas

My Commission expires:

**AMENDMENT TO  
INTERCONNECTION AGREEMENT-MISSOURI  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
SBC ADVANCED SOLUTIONS, INC.**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.<sup>1</sup> d/b/a SBC Missouri ("SBC Missouri") and SBC Advanced Solutions, Inc. ("CLEC") is hereby amended as follows:

(1) Add Attachment for Telephone Number (TN) Report, 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) This underlying Agreement is the result of CLEC's decision to opt into the Interconnection Agreement - Missouri (M2A) or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SBC Missouri and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes contained in a separate amendment to the Agreement, if any "Other Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment or any Other Agreed Changes qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; 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/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("provisions") in this Amendment, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, 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 required to the provisions. If the Parties are unable to agree

<sup>1</sup> 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 SBC Missouri.

upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth 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.

## ATTACHMENT FOR TELEPHONE NUMBER (TN) REPORT

### Optional Attachment to Appendix xDSL/HFPL

#### 1. INTRODUCTION

- 1.1 This Attachment to Appendix: xDSL/HFPL of this Agreement sets forth the rates, terms and conditions for the Telephone Number Report ("TN Report") for CLEC's utilizing xDSL Capable Loops and the High Frequency Portion of the Loop ("HFPL").
- 1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL capable loops and the HFPL shall remain unchanged and in full force and effect.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

#### 2. DEFINITIONS

- 2.1 The term "commercial volumes" shall be defined to mean any combination of 100 orders for xDSL capable loops or the HFPL provisioned by **SBC-12STATE** to CLEC in any given month per region (with the four (4) specific regions being **SBC-12STATE's** incumbent local exchange area(s) in the following states: (1) California/Nevada; (2) Ohio, Wisconsin, Indiana, Illinois and Michigan; (3) Oklahoma, Missouri, Arkansas, Kansas and Texas; and (4) Connecticut (each respectively "Region").

#### 3. TN REPORT OFFERING

- 3.1 For the purposes set forth in this Section 3 only, On the first business day following the 20<sup>th</sup> of each month (excluding holidays), **SBC-12STATE** will make available for download during off peak hours using Connect: Direct (NDM) over a CLEC-provided dedicated private line circuit from CLEC's premises into one of the **SBC-12STATE's** protected xRAFs (Remote Access Facilities), a report that will list all telephone numbers resident in **SBC-12STATE's** network per state ( the TN Report). The provision of this TN Report is a voluntary offering by **SBC-12STATE**.
- 3.2 Subject to the conditions set forth in this Section 3, **SBC-12STATE** shall make the TN Report available to CLEC for the Term of this Attachment, as more specifically set forth in Section 8 below. CLEC has to have an **SBC-12STATE** xDSL/HFPL Appendix to the CLEC's Interconnection Agreement. In addition, this TN Report shall only be made available to CLEC for so long as CLEC actively ordering xDSL capable loops or the HFPL from **SBC-12STATE**, under the rates, terms and conditions set forth in the Interconnection Agreement.
- 3.3 The **SBC-12STATE** TN report outlined herein will include each telephone number, the partial address that corresponds to each telephone number (the address shall include at a minimum the street name) and will include a flag indicating whether the telephone number is an **SBC-12STATE** retail number, if applicable or whether the telephone number is a wholesale number (which would indicate another CLEC is the retail voice provider either by reselling **SBC-12STATE's** POTS service or by providing voice service via UNE-P/UNE switch port).



- 3.4 The purpose of the TN Report outlined herein is to enable a CLEC providing DSL service to determine whether it can order the HFPL, (which would be available when SBC-12STATE is the retail POTS provider) or a standalone xDSL-capable loop prior to the loop qualification stage. This TN Report shall only be made available to CLEC for so long as CLEC is ordering xDSL capable loops or the HFPL from SBC-12STATE, under the rates, terms and conditions set forth in this Interconnection Agreement.
- 3.5 In the event that the CLEC does not order commercial volumes of xDSL capable loops or the HFPL from SBC-12STATE during a calendar month in a specific Region, as that term is defined in Section 2.1, SBC-12STATE shall have no obligation to provide the TN Report, including any updates, for that Specific Region to CLEC the following calendar month. Additionally, SBC-12STATE may discontinue providing such Report, including any updates, to CLEC until CLEC begins ordering the HFPL or xDSL capable loops in commercial volumes in that Specific Region. In the event the TN Report is discontinued, CLEC will be able once again to access the TN Report for that Specific Region in the following calendar month.
- 3.6 This TN Report contains SBC-12STATE propriety information and shall only be made available to and used by a data CLEC for purposes of determining whether the CLEC can order the HFPL, or a standalone xDSL capable loop from SBC-12STATE under this Interconnection Agreement to serve its end-user customers and may not be used by CLEC for any other purpose. CLEC shall not disclose the TN Report, or any proprietary information contained on the TN Report, to any third party without SBC-12STATE's prior written approval.
- 3.7 CLEC's failure to abide by the provisions concerning restricted use of the TN Report or the proprietary data on such TN Report contained herein shall be grounds for SBC-12STATE to immediately discontinue providing the TN Report to CLEC, and in such case, SBC-12STATE shall have no further obligation to provide the TN Report to CLEC hereunder.

#### 4. RESERVATION OF RIGHTS

- 4.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its I Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("*Illinois Law*"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("*ICC Rates*"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By incorporating this Attachment into the Agreement which makes available the TN Report, and associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action. The Parties further acknowledge

and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth herein or elsewhere in this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

## 6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 The Parties acknowledge and agree that each term and condition ("Provision") in this Attachment is consideration for, a condition of and legitimately related to every other Provision in or referred to in this Attachment. The Parties further acknowledge and agree that they would not have agreed to any Provision in this Attachment but for their mutual agreement upon each and every Provision of this Attachment and therefore, agree that the Provisions set forth in this Attachment are non-severable. The Parties further acknowledge and agree that every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the xDSL rates, terms and conditions (and any HFPL rates, terms and conditions) in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

## 7. WAIVERS

- 7.1 Nothing in this Attachment or this Interconnection Agreement shall be interpreted to grant CLEC the right to audit SBC-12STATE's OSS or back-office systems. Upon the earlier of the Effective Date of this Attachment or the receipt by CLEC of a TN Report from SBC-12STATE as set forth in Section 3 above, CLEC agrees it shall not directly or indirectly request, nor participate in, publicly comment on and/or make any filings relating to an audit of any type, of SBC-12STATE's OSS or back office systems in any way

related to line sharing/line splitting, the HPFL, xDSL capable loops, xDSL loop qualification information or data or with respect to any loop make-up information or data for a period which shall commence upon the Effective Date and which shall expire on the Termination Date set forth in Section 8, Term, below. This prohibition applies to all matters involving the subject-matters listed above, including, but not limited to Illinois Docket 00-0393; Illinois Bell Telephone Company Proposed Implementation of High Frequency Portion of the Loop/Line Sharing Service (Tariffs filed April 21, 2000) and any other docket involving the subject-matters specified in the first sentence of this Paragraph.

- 7.2 In the event **SBC-12STATE** breaches its obligation to provide CLEC with access to the TN Report contain set forth in Section 3 hereinabove, CLEC shall provide **SBC-12STATE** written notice of **SBC-12STATE's** alleged breach and give **SBC-12STATE** thirty (30) days to respond to the Notice explaining why no breach has occurred and/or attempt to cure. In the event that the Parties are unable to reach agreement with respect to the issue within thirty (30) days after **SBC-12STATE's** response or its cure, then CLEC may pursue dispute resolution under the dispute resolution procedures in this Interconnection Agreement. If the outcome of the Dispute Resolution is a finding that **SBC-12STATE** breached its obligation to provide CLEC with access to the TN Report as set forth in Section 3 hereinabove, CLEC shall be excused from its commitments in this Section 7.

## 8. TERM

- 8.1 **SBC-12STATE** shall make the TN Report available to CLEC the first month that follows the Effective Date of the Amendment or Agreement to which this Attachment is attached ("Effective Date") and will continue to provide the TN Report to CLEC until March 31, 2004 ("Termination Date"). Upon the Termination Date, **SBC-12STATE** may elect: (i) to discontinue providing the TN Report, at its sole discretion, upon thirty (30) days advance notice to CLEC; or (ii) to continue to provide such report to CLEC under all of the terms and conditions set forth herein but in such case, may elect to discontinue providing the TN Report, at its sole discretion, upon thirty (30) days advance notice to CLEC at any time.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14<sup>th</sup> day of August, 2003, by Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, signing by and through its duly authorized representative, and SBC Advanced Solutions, Inc., signing by and through its duly authorized representative.

SBC Advanced Solutions, Inc.

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri  
by SBC Telecommunications, Inc., its authorized  
agentBy: David HammockBy: Mike AuinbauhName: David Hammock  
(Print or Type)Name: Mike Auinbauh  
(Print or Type)Title: Exec Director - Interswitch  
(Print or Type)Title: For/ President - Industry MarketsDate: 8-11-03Date: AUG 14 2003FACILITIES-BASED OCN # 3369ACNA SUV