

The Phone Connection, Inc.

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RECEIVED

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*Records
Public Service Commission*

November 8, 2004

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO. 65102

CLEC Contract

Gentlemen;

Please file the enclosed amendment to our existing SBC Missouri agreement currently on file with the Missouri Public Service Commission.

Thank you for your assistance.

James H. Beijen
The Phone Connection, Inc.

**AMENDMENT TO
MISSOURI 271 INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
THE PHONE CONNECTION, INC.**

The Missouri 271 Interconnection Agreement dated October 31, 2002 ("the Agreement") by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri¹ ("SBC Missouri") and The Phone Connection, Inc. ("CLEC") is hereby amended as follows:

NOW THEREFORE the Parties agree to hereby amend the Agreement as follows:

- (1) Attachment 27: OSS (Access to Operations Support Systems and Related Functions), which is attached hereto and incorporated herein by this reference, shall be added to the Agreement in its entirety as Attachment 27, and shall supersede Attachments 2, 3, 7, and 8 of this Agreement.
- (2) UNE Schedule of Prices - The UNE Schedule of prices is hereby amended. The following lines and associated footnote 6 shall be deleted:

OSS

6	System Access	\$3,345.00	None	None
6	Remote Facility per port - Direct Connection	\$1,580.00	None	None
6	Remote Facility per port - Dial-up Connection	\$316.00	None	None

SEE EMAIL 10-14-04

- (3) Appendix Services Pricing - The Appendix Services Pricing Appendix is hereby amended as follows:
 - 15.0 Price for access to Operational Support Systems (OSS) - is deleted and will be replaced with: Intentionally left blank
 - 15.1 The prices to access OSS are as follows: - is deleted and will be replaced with: Intentionally left blank.
 - 15.1.1 through 15.1.4 - shall be deleted and will be replaced with: Intentionally left blank
- (4) The billing of the flat rate OSS Charge for System Access and Connectivity is billed on a monthly basis in arrears. For amendments with an effective date of the 1st through the 15th, billing will cease on the 1st of that same calendar month. For amendments with an effective date of the 16th through the 31st, billing will cease on the 1st of the next calendar month.
- (5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (6) 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 or any other rights under the Agreement, including this Amendment and any other amendments to the Agreement (including intervening law or other rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof or other rights, including, without limitation, the following actions, which the Parties have not yet 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, et. al 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 (rel. Aug. 21, 2003),

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 SBC Missouri.

and the FCC's Biennial Review Proceeding; 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 as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). 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). 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 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.

This underlying Agreement is the 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 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT 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 I Order in Case No. TO-99-227 (dated March 6, 2001); 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.

- (7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (8) 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 on this 2 day of Nov, 2004, by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

The Phone Connection, Inc.

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

Signature: X Charles H. Huck

Signature: Kathy J. Wilkinson

Name: CHARLES H. HUCK
(Print or Type)

Name: Kathy J. Wilkinson
(Print or Type)

Title: PRESIDENT
(Print or Type)

Title: For/ President - Industry Markets

Date: 10-14-04

Date: 11-1-04

FACILITIES-BASED OCN # 011A

ACNA PHV