

**AMENDMENT TO
MISSOURI INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
SOCKET TELECOM, LLC**

This Amendment is intended to amend that certain M2A Interconnection Agreement ("Interconnection Agreement") between Southwestern Bell Telephone, L.P.¹ ("SBC Missouri") and Socket Telecom, LLC ("CLEC") dated July 17, 2001. In the event of any conflict between the terms and conditions of the Interconnection Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall supersede and prevail.

- I. To the Interconnection Agreement's Appendix Interconnection Trunking Requirements (ITR) Section 2.4, add the following text as subsection 2.4.1:

2.4.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to SBC Missouri's 911 Selective Routers in any exchange in which the CLEC does not offer basic local telecommunications service. In an SBC Missouri exchange in which the CLEC does not provide basic local telecommunications service SBC Missouri shall not provide 911 services to CLEC.

2.4.1.1 CLEC understands and agrees that, should it decide to provide basic local telecommunications service in an SBC Missouri exchange, it is required to meet all applicable Commission 911 service requirements;

2.4.1.2 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of basic local telecommunications service in an SBC Missouri exchange to meet its 911 requirements under this Interconnection Agreement and Applicable Law. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to SBC Missouri, and, following SBC Missouri's processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on SBC Missouri's prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days; and

2.4.1.3 CLEC agrees to indemnify and hold SBC Missouri harmless from the consequences of CLEC's decision to not interconnect with SBC Missouri's 911 Selective Routers. The provisions of Interconnection Agreement Article XXIV shall apply to such indemnification.

2.4.1.4 For purposes of this amendment, the definitions of basic local telecommunications service and exchange shall be used in the same context as defined in the Missouri Revised Statutes (RSMo) Chapter 386, Section 386.020.

- II. 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

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, doing business as SBC Missouri.

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 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.

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), 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.

- III. This Amendment does not purport to waive either Party's obligations under Applicable Law. Each Party shall be solely responsible for complying with Applicable Law.
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- V. 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 27th day of August, 2004, by SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Socket Telecom, LLC

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

Signature: George A. Pfenger

Signature: _____

Name: George A. Pfenger
(Print or Type)

Name: _____
(Print or Type)

Title: President
(Print or Type)

Title: For/ Senior Vice President -
Industry Markets & Diversified Businesses

Date: 8-27-04

Date: _____

FACILITIES-BASED OCN# 554A

ACNA KET

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 31st day of August, 2004, by SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Socket Telecom, LLC

Signature: George A. Pfenenger

Name: George A. Pfenenger
(Print or Type)

Title: President
(Print or Type)

Date: 8-27-04

FACILITIES-BASED OCN# 554A

ACNA KET

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

Signature: Mike Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: For/ Senior Vice President -
Industry Markets & Diversified Businesses

Date: AUG 31 2004