



# VarTec Telecom, Inc.

September 11, 2003

FILED<sup>2</sup>

SEP 12 2003

Missouri Public  
Service Commission

## VIA OVERNIGHT DELIVERY

**Mr. Dale Hardy Roberts**  
Secretary & Chief Regulatory Law Judge  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Missouri 65101

Re: Amendment to Interconnection Agreement by and between  
Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and VarTec Telecom, Inc.

Dear Mr. Roberts:


Transmitted herewith on behalf of VarTec Telecom, Inc. ("VarTec") is an original and eight (8) copies of Amendment No. 6 to the Missouri Interconnection Agreement ("M2A") between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri") and VarTec Telecom, Inc., hereinafter referred to as "the Parties," executed on September 3, 2003.

VarTec is filing Amendment No. 6 to the Company's Interconnection Agreement filed with the Commission on June 6, 2001 in Case No. TO-99-227. There are no outstanding issues between the parties that need mediation or arbitration. The Parties file this Amendment seeking Commission approval of the terms and conditions consistent with the Federal Act of 1996.

The Parties represent and believe in good faith that the implementation of this Amendment is consistent with the public interest, convenience and necessity and that the Amendment does not discriminate against any telecommunications carrier. The Parties specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this Amendment, in keeping with the support for competition previously demonstrated by the Commission.

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this correspondence and return it in the self-addressed postage prepaid envelope provided. Please direct all correspondence regarding this filing to the undersigned directly at (214) 424-1713 or at the below referenced address. Thank you for your time and consideration regarding this matter.

Respectfully submitted,



Ben Boaitay  
Regulatory Analyst

Enclosures

cc: Kevin Allen  
Manager, Regulatory Affairs

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

Whereas, Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri")<sup>1</sup> and VarTec Telecom, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on June 6, 2001, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the existing Attachment 19 White Pages-Other of the Agreement in its entirety with the new attached Appendix White Pages, which shall govern the Agreement on a going forward basis.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by adding the attached Appendix White Pages. The Parties further agree that the attached Appendix White Pages shall supercede and replace all rates, terms and conditions of the existing Attachment 19 - Appendix White Pages-Other in its entirety, without the necessity of physically removing the old Attachment 19 - Appendix White Pages-Other from publicly filed Agreements such as those on file with the state public utility regulatory commission or SBC "CLEC Online" website.

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

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

4. The Parties acknowledge and agree that the 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 incorporates certain pricing revisions into certain Appendices (referenced above) of the M2A. The Parties acknowledge and agree that: (i) all aspects of the underlying Agreement (except for any voluntarily negotiated changes contained in a separate amendment to the Agreement, if any - "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 the Commission's March 6, 2001 Order; and (ii) that this Amendment addresses revisions to pricing terms in the Agreement; and (iii) therefore, no aspect of the Agreement or this Amendment (other than any Agreed Changes, if any) qualify for portability into Illinois under 220 ILCS 5/13-801(b) ("Illinois Law") or Condition 27 of the SBC/Ameritech 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 shall only be considered portable under the Illinois Law, Condition 27 or any other Law 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,

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<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.

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 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 subject to approval by the appropriate regulatory commission. This Amendment shall become effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**VarTec Telecom, Inc.**

**Southwestern Bell Telephone, L.P. by SBC Missouri  
by SBC Telecommunications, Inc., its authorized  
agent**

Signature: Connie J. Mitchell

Signature: Mike Auinbauh

Name: Connie F. Mitchell  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: Exec. V.P. & CAO / Director  
(Print or Type)

Title: <sup>for/</sup> President - Industry Markets

Date: 8-22-03

Date: SEP 03 2003

**FACILITIES-BASED OCN #** \_\_\_\_\_

**ACNA** \_\_\_\_\_

## APPENDIX WP

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## APPENDIX WP (WHITE PAGES DIRECTORY)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **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.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

## 2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages (WP) directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and wishes to include listing information for its end users in the appropriate **SBC-13STATE** WP directories.
- 2.2 CLEC also desires distribution to its end users of the WP directories that include listings of CLEC's end users.
- 2.3 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-13STATE** will include in appropriate WP directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 2.4 When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its end user, one primary listing in **SBC-13STATE** WP directory and a listing in **SBC-13STATE**'s directory assistance database.
- 2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. CLEC will submit listing information within one (1) business day of installation, disconnection or other

change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an CLEC end user. CLEC must submit all listing information intended for publication by the directory close date.

- 2.6 CLEC may provide CLEC's subscriber listing information to **SBC-13STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-13STATE's** directory listing database. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix.

2.6.1 Sixty (60) days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each **SBC-8STATE** CLEC end user.

2.6.2 Forty-five (45) days prior to the directory close date for a particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.

## 2.7 DIRECTORIES

2.7.1 In **SBC-8STATE**, each CLEC subscriber will receive one copy per primary End User listing of **SBC-8STATE's** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE's** subscribers during the annual delivery of newly published directories.

2.7.1.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

2.7.1.2 **SBC SNET** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published WP directories to CLECs' end users pursuant to terms and conditions agreed to by the parties.

2.7.4 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

2.7.5 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE's** directory publishing affiliate pursuant to terms and conditions agreed to by the parties.

- 2.8 **SBC-8STATE** will provide CLEC with 1/8<sup>th</sup> page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8<sup>th</sup> of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information

and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for SBC MIDWEST REGION 5-STATE and other LECs. SBC MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the parties and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to SBC MIDWEST REGION 5-STATE.

- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than SBC SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

### 3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC-13STATE agrees to serve as the single point of contact for all independent and third party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC-13STATE's subscriber listing information. In exchange for SBC-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC-13STATE to include and use the CLEC subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's WP directory, SBC-13STATE's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 SBC-13STATE further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC-13STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC-13STATE.

### 4. PRICING

- 4.1 SBC-7STATE will deliver one copy per primary End User listing of SBC-7STATE White Pages, as described in Section 2.7 above, at no charge. SBC-7STATE has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's end users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for SBC SNET WP directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for WP directories.
- 4.1.2 SBC MIDWEST REGION 5-STATE - The rates, if any, for SBC MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with SBC MIDWEST REGION 5-STATE's directory publishing affiliate.
- 4.2 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SBC-13STATE will assess CLEC a charge for such listings at existing SBC-13STATE tariff rates. An additional charge at SBC-13STATE's tariff rate applies when CLEC wishes to list an End User in SBC-13STATE's directory assistance database but does not wish to have its End-User

listed in SBC-13STATE's WP directory. In addition, for those CLEC End Users served by CLEC via a SBC-13STATE unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in SBC-13STATE's WP directory at SBC-13STATE's tariff rate for those nonpublished, nonlisted services.

4.2.1 In the SBC SOUTHWEST REGION 5-STATE CLEC will be billed annually at the time the directory is published. CLECs will be notified via Accessible Letter should the billing process change.

## 5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, CLEC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures CLEC takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

## 6. LIABILITY

- 6.1 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (and/or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.
- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

## 7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC-13STATE's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

## 8. TERM

- 8.1 This Appendix will continue in force for the length of the Interconnection Agreement to which this Appendix is attached. Either Party may terminate this Appendix upon one hundred and twenty (120) calendar days written notice to the other Party.

- 8.2 Upon termination, this Appendix will be null and void with respect to any issue of directory published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published.

## **9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 9.1 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. 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.

**APPENDIX WP  
EXHIBIT 1  
SBC MISSOURI**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$3,191.73	
Springfield			\$3,191.73	
St. Louis			\$3,191.73	
Cape Girardeau			\$168.09	
Chillicothe			\$168.09	
Excelsior Spgs.			\$168.09	
Fulton			\$168.09	
Greater Jeff Cty.			\$168.09	
Hannibal			\$168.09	
Bootheel Area			\$168.09	
Kirksville			\$168.09	
Lake Ozarks			\$168.09	
Marshall			\$168.09	
Mexico			\$168.09	
Moberly			\$168.09	
Nevada			\$168.09	
Perryville			\$168.09	
Poplar Bluff			\$168.09	
Sedalia			\$168.09	
Sikeston			\$168.09	
St. Joseph			\$168.09	
Tri-State			\$168.09	
Washington			\$168.09	
Adrian			\$75.59	
Booneville			\$75.59	
Bowling Green			\$75.59	
Elsberry			\$75.59	
Linn			\$75.59	
MO's Parkland			\$75.59	
Stanberry			\$75.59	