

**SIGNALING SYSTEM 7 INTERCONNECTION
AGREEMENT**

GTE/CUSTOMER PROPRIETARY INFORMATION

Not for outside disclosure or discussion
beyond those employees or agents of GTE and CUSTOMER
having direct involvement with the
development of this Agreement.

Not intended for internal distribution
beyond those persons with a need to know.

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SIGNALING SYSTEM 7 INTERCONNECTION AGREEMENT

THIS SIGNALING SYSTEM 7 INTERCONNECTION AGREEMENT (the "Agreement"), is entered into by and between GTE Midwest, Incorporated, with an address for this Agreement at 1000 GTE Drive, Wentzville, MO 63385 (hereinafter referred to as "GTE"), and Southwestern Bell Telephone Company, with an address for this Agreement at 100 North Tucker Boulevard, St. Louis, MO 63101 hereinafter referred to as "CUSTOMER"). CUSTOMER and GTE are sometimes collectively referred to as the "Parties" and individually referred to as a "Party".

WHEREAS, GTE provides Common Channel Signaling and Signaling System 7 services through its or one or more of its affiliates' CCS/SS7 network (whether provided directly by GTE or through one or more of its affiliates, such network or STPs, may from time to time be referenced hereinafter as GTE's network or STP(s)); and

WHEREAS, CUSTOMER wishes to interconnect with GTE's CCS/SS7 network to support local exchange services.

NOW, THEREFORE, in consideration of the mutual promises expressed in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 "A" Link: An access signaling link that connects SPs and/or SSPs to STPs.
- 1.2 "B" Link: A bridge signaling link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
- 1.3 Common Channel Signaling (CCS): A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network, using SS7 signaling protocol.
- 1.4 Compatibility Testing: Certification testing performed by representatives of GTE and the CUSTOMER to ensure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This certification testing shall be performed in accordance with the following ANSI documents:
 - T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS)
 - T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS)
 - T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS)
- 1.5 ISUP: A part of the SS7 protocol which defines call setup messages and call takedown messages.

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1.6 Service: The service described in Article 2 of this Agreement.

1.7 Service Switching Point (SSP): A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.8 Signal Transfer Point (STP): A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. GTE's network includes mated pairs of local and regional STPs. STPs are always provided in pairs for redundancy.

1.9 Signaling Link: An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The link type identifies the functionality of the signaling link sets. The two link types associated with the Service are "A" Links and "B" Links.

1.10 Signaling Point (SP): A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.11 Signaling Point Code (SPC): A code that identifies the Signaling Point address in the CCS network. Signaling Point Codes consist of three (3) segments of three (3) digits each, identifying the network ID, network cluster, and cluster member, respectively.

1.12 Signaling Point of Interface (SPOI): The point at which GTE hands off signaling information to CUSTOMER.

1.13 Signaling System 7 (SS7): The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

ARTICLE 2 SERVICE DESCRIPTION

2.1 Provision. Subject to the terms and conditions of this Agreement, GTE agrees to provide the Service to CUSTOMER.

2.2 Interconnection. This Agreement is for CUSTOMER's interconnection with GTE at GTE's _____ STPs to support local exchange services. CUSTOMER shall not submit signaling messages in support of interexchange services.

2.3 Service. The "Service" consists of the following:

(a) Interconnection of GTE's CCS/SS7 network to CUSTOMER's CCS/SS7 network is via an "A" Link connection between CUSTOMER's SP or SSP and GTE's STP. The "A" Link connection is made by a dedicated 56 kbps channel between the SP or SSP and the STP. Any connection from an SSP or an SP to an STP pair will have a link to each individual STP (i.e., two (2) links).

(b) Interconnection of GTE's CCS/SS7 network to CUSTOMER's CCS/SS7 network via a "B" Link connection between CUSTOMER's STPs and GTE's STPs. The "B" Link connection is a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have four (4) connections; i.e., one (1) link from

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each individual STP to each individual STP. CUSTOMER and GTE shall mutually agree upon the location of the SPOI.

(c) Local and IntraLATA call set-up signaling, allowing CUSTOMER to use the out-of-band trunk signaling provided by GTE's CCS/SS7 network to carry its calls on the IntraLATA toll network.

(d) It is the responsibility of CUSTOMER to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to GTE's network. GTE agrees to deliver the information forwarded by CUSTOMER in the SS7 signaling message. The CUSTOMER, by entering into this Agreement, agrees to deliver "privacy indicator" information forwarded by GTE in its signaling message.

(e) CUSTOMER acknowledges that call set-up times may be greater when CUSTOMER employs intermediate access tandems (IATs) in its network.

(f) If selected on the order form attached to this Agreement, the Service shall also include IXC call set-up signaling service (ISUP) as described in Article 2.4 of this Agreement. Additional charges as set forth in Exhibit A shall apply.

2.4 ISUP Service Charge. This is an optional service that allows CUSTOMER to utilize SS7 signaling to an SS7 capable interexchange carrier (IXC) for Feature Group D access service and other IntraLATA interexchange services. The ISUP service is a monthly charge.

(a) The rate for ISUP signaling is per connection in situations when GTE does not provide any underlying call messages for the CUSTOMER on GTE's network trunks. The rate for ISUP signaling is shown in Exhibit A.

(b) Where GTE has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, GTE shall provide call set-up signaling between CUSTOMER and the IXC.

(c) CUSTOMER agrees to provide to GTE such information as deemed necessary by GTE for network planning in connection with this offering and as may be requested by GTE from time to time.

(d) CUSTOMER must provide the Signaling Point Codes of the IXCs for which it is providing call setup via GTE's SS7 signaling network, so that GTE screening and translation tables can be updated.

2.5 Technical Specifications. The technical specifications for the Services described above are defined in Bellcore TR-TSV-000905.

2.6 Other Services. In the event that CUSTOMER desires to order SS7-related services other than the Service, such services will be governed by separate agreements.

2.7 Applicable Traffic. The Service applies to the traffic of CUSTOMER and its subtending LECs only. CUSTOMER must provide GTE with thirty (30) calendar days' written notice and a letter of agency before the traffic of any party other than CUSTOMER or its subtending LECs may be transmitted through CUSTOMER's facilities on to GTE's SS7 network.

ARTICLE 3

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MANNER OF PROVISIONING

3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:

(a) "A" Link sets from CUSTOMER's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,

(b) "B" Link sets from CUSTOMER's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.

3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.

3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.

3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) - Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between CUSTOMER and GTE.

3.5 56 kbps Channel. If approved by GTE, CUSTOMER may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. **WHEN THIS OPTION IS CHOSEN, CUSTOMER UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, CUSTOMER must order DS1 (1.544 Mbps) service.

3.6 Multiplexing. Where technically required, GTE shall provide multiplexing arrangements to CUSTOMER at no charge.

ARTICLE 4 RATES AND CHARGES

4.1 Payment. CUSTOMER agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A and Exhibit B attached hereto.

4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Agreement. Thereafter, GTE shall give CUSTOMER sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to CUSTOMER, CUSTOMER may terminate this Agreement upon thirty (30) calendar days' advance written notice without penalties for either Party.

4.3 Rate Basis. Except for the additional rates that are set forth on Exhibit B, the rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Agreement will be adjusted accordingly.

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on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Agreement. If the Service becomes tariffed, CUSTOMER has the right to terminate this Agreement upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.

4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.

4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:

(a) "A" Link connection - Charges for the "A" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from CUSTOMER's SSP or SP.

(2) CUSTOMER will lease facilities between its SSPs/SPs and GTE's STPs.

(b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(2) The STP port termination charges are for the termination of a 56 kbps channel at each STP from CUSTOMER's STPs.

(3) CUSTOMER and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.

(c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.

4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.

4.7 Applicable Traffic. The rates apply only to the traffic of CUSTOMER and its subtending LECs. Any traffic from any other party will be subject to additional charges.

ARTICLE 5 ORDERING THE SERVICE

5.1 Order. To order the Service, CUSTOMER shall submit a completed CCS/SS7 Order Form to GTE. The Order Forms are attached to this Agreement as Exhibit B. CUSTOMER may change its Service order by submitting a new Order Form which shall be effective when executed by both Parties. Service shall be implemented for CUSTOMER thirty (30) calendar days after the execution of this Agreement by both Parties.

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5.2 Port Terminations. GTE shall reserve STP port terminations only upon receipt of a fully executed copy of this Agreement and the Order Form. GTE shall reserve ports on a first come, first served basis. Should CUSTOMER fail to use a port within sixty (60) days of availability, GTE may reassign the port and, CUSTOMER must resubmit an Order Form for interconnection.

ARTICLE 6 RESPONSIBILITIES OF GTE

6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or CUSTOMER facilities due to natural disasters, mass calling or national security demands.

6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore TR-TSV-000905 except as otherwise provided herein.

6.3 Invoice. GTE shall include with the monthly invoice such data GTE and CUSTOMER mutually agree is necessary for CUSTOMER to verify the accuracy of the billing it receives from GTE for the Service.

ARTICLE 7 RESPONSIBILITIES OF CUSTOMER

7.1 Signaling Link. CUSTOMER shall provision the signaling links from its premises to the SPOIs in a manner technically compatible to the GTE network.

7.2 Privacy Indicator. CUSTOMER shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.

7.3 Accuracy of Information. CUSTOMER shall verify the accuracy of information provided by CUSTOMER concerning the Service ordered by CUSTOMER.

7.4 Forecast. CUSTOMER shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.

7.5 Changes. CUSTOMER agrees to inform GTE in writing at least thirty (30) days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. CUSTOMER will provide the reason for the change in volume by individual SS7 service.

ARTICLE 8 SIGNALING POINT CODES

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8.1 Interconnection. CUSTOMER may utilize either the GTE CCS/SS7 network SPC or its own SPC for interconnection purposes when interconnecting its SPs or SSPs at the "A" Link level. CUSTOMER shall utilize its own SPC when interconnecting its STP at the "B" Link level. CUSTOMER agrees to obtain its own initial SPC if it has short or long range plans to provide its own STPs.

8.2 SPC. When the SPC is utilized, GTE shall be responsible for CUSTOMER code assignment. When CUSTOMER obtains its own SPC, CUSTOMER shall be responsible for code assignments and shall be responsible for notifying GTE and other CCS/SS7 network providers of such assignments.

8.3 SPC Change. Due to the complexities and potential CUSTOMER signaling network downtime required for changing working SPCs, CUSTOMER agrees to give GTE a written notice of an SPC change as soon as possible but no later than thirty (30) days prior to the effective date of the SPC change.

ARTICLE 9 MONTHLY BILLING

Billing statements shall be rendered monthly by GTE to CUSTOMER. The monthly charge shall be the total of all monthly rate element charges associated with the Service. Payment to GTE for bills rendered to CUSTOMER shall be due thirty (30) calendar days after receipt of the invoice and CUSTOMER agrees to pay all billed amounts on or before such due date. Beginning the day after the due date of the bill, interest charges of twelve per cent (12%) per annum or the maximum allowed by law, whichever is less, shall be added to CUSTOMER's bill. Payments shall be applied to the oldest outstanding amounts first.

ARTICLE 10 LIABILITY AND INDEMNIFICATION

10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.

10.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, CUSTOMER shall defend GTE against all end users'

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claims just as if CUSTOMER had provided such service to its end users with its own employees. In any event, CUSTOMER shall assert its tariff limitation of liability for the benefit of both GTE and CUSTOMER.

10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision the Service.

10.5 Services Only. GTE and CUSTOMER agree and acknowledge that this Agreement is for services only, and does not encompass the sale or license of software, hardware, or any computer system.

10.6 No Warranties. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER GTE NOR CUSTOMER MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY THIRD PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND CUSTOMER DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

ARTICLE 11 GOVERNING LAW AND VENUE

Unless as otherwise expressly provided in this Agreement, this Agreement is governed by and interpreted or construed in accordance with the laws of the state of Texas and subject to the exclusive jurisdiction of the courts therein.

ARTICLE 12 DEFAULT OR VIOLATION

12.1 Default. If CUSTOMER defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after the other Party shall have given written notice thereof, the other Party may terminate this Agreement effective upon delivery of a written termination notice.

12.2 Failure to Enforce. The failure of either Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general relinquishment or waiver on its part of its right to demand performance pursuant to any such provision, and the same shall be and remain in full force and effect.

ARTICLE 13 RESERVATION OF RIGHTS

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13.1 Release. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demand, or suit to perform under this Agreement should any regulatory body or court find the existing terms of this Agreement to be illegal, unenforceable, or against public policy.

13.2 Rights. By entering into this Agreement, neither Party waives, releases or compromises any rights it may have to argue, in any federal or state regulatory proceeding (or in any judicial appeal following such a proceeding), in support of, or in opposition to any position, including but not limited to: (a) Accounting for deregulated (or detariffed) data base services; (b) removal from regulated accounts of expenses and investment associated with deregulated (or detariffed) data base services; and (c) any other issue pertinent to regulation or deregulation of costs which were, are now, or may in the future be, associated with the provisions of data base services. Each Party expressly reserves all its rights in connection with such matters.

ARTICLE 14 FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including, but not limited to, acts of civil or military authority, government relations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, strikes, extended power blackouts, natural disasters such as earthquakes, floods, volcanic action, unusually severe weather conditions or other major environmental disturbances, inability to secure services of other persons, transportation facilities or acts or omissions of transportation or communications common carriers, or legal and/or regulatory constraints affecting either of the Parties hereto in performing their obligations hereunder.

ARTICLE 15 USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus, programs, technical or business information or data, written, oral or otherwise (all hereinafter referred to as "Information") furnished to CUSTOMER under this Agreement or in contemplation of this Agreement, shall remain GTE's property. All copies of such Information in written, graphic or other tangible form shall be returned to GTE at GTE's request. Information shall be kept confidential by CUSTOMER in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between CUSTOMER and GTE in writing.

ARTICLE 16 PROPRIETARY INFORMATION

16.1 Identification of Information - Confidentiality. Either Party may disclose to the other proprietary or confidential customer, technical and business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered "Confidential Information" under this Agreement, it must be marked "Confidential" or "Proprietary", or bear a marking of similar import. Orally disclosed information shall be deemed "Confidential Information" only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) days after oral disclosure. In order to protect such Confidential Information from improper disclosure, each Party agrees:

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(a) That all Confidential Information shall be and shall remain the exclusive property of the source.

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information in order to perform the services set out in this Agreement.

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature.

(d) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Confidential Information to others or authorize anyone else to copy or publish or disclose such Confidential Information to others without the prior written approval of the source.

(e) To return promptly any copies of such Confidential Information to the source at its request.

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

16.2 Exceptions. These obligations shall not apply to any Confidential Information which was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing person(s) having access to any of the Confidential Information received in confidence from the source or which is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction.

16.3 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three years from the date of the initial disclosure of the Confidential Information.

ARTICLE 17 TERM OF AGREEMENT

This Agreement shall become effective as of October 15, 1996, and shall continue in effect until either Party gives the other Party, at any time, at least ninety (90) calendar days' prior written notice of termination, which termination shall be effective at the end of the ninety (90) calendar day period, except that notice of termination after a price change will be governed by Article 4.2. Notwithstanding anything to the contrary contained herein, if Service is not activated within six (6) months from the date this Agreement is executed by both Parties, either Party may terminate this Agreement by delivery of written notice to the other Party.

ARTICLE 18 DISPUTES

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18.1 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

18.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents
- (c) Requests for admission

Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the city where this Agreement was executed by GTE. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE 19 THIRD PARTY RIGHTS

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This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

ARTICLE 20 AMENDMENTS AND WAIVERS

This Agreement may be modified or amended only by written agreement signed by or on behalf of both Parties.

ARTICLE 21 NOTICE

21.1 Notices. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, telex, cable or telemail, or on the date of the third business day after deposit, postage prepaid, in the United States mail via certified mail, return receipt requested and addressed as follows:

To: GTE

Title: Product Manager - SS7 Network
Address: GTE Telephone Operations
Mail Code: HQE01E41
600 Hidden Ridge
Irving, Texas 75038

Copy To: Legal Department
GTE Telephone Operations
Mail Code: HQE03H36
600 Hidden Ridge
Irving, Texas 75038

To: CUSTOMER

Title: Director-Regulatory and Industry Relations
Address: Southwestern Bell Telephone Company
100 North Tucker Boulevard
St. Louis, Missouri 63101

21.2 Personal Delivery. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained.

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21.3 Contact Person. The contact person designated herein or pursuant hereto and the address to which such notices, demands, requests, elections or other communications is to be given by either Party may be changed by written notice given by such Party to the other Party pursuant this Agreement.

ARTICLE 22 ASSIGNMENT

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other Party shall be void except assignments to a parent company, a wholly-owned subsidiary or a wholly-owned subsidiary of a parent. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party.

ARTICLE 23 MISCELLANEOUS

23.1 Headings. The headings and numbering of sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

23.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

23.3 Invalid Provision. If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to the Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If unsuccessful in this, either Party may terminate the Agreement.

23.4 Compliance. Each Party shall comply with all federal, state, and local laws and regulations applicable to its performance as described in this Agreement.

ARTICLE 24 ENTIRE AGREEMENT

This Agreement, including all attachments as referenced constitute the entire Agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Service.

ARTICLE 25 AUTHORITY

Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.

GTE PROPRIETARY

**ARTICLE 28
NO OFFER**

Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both GTE and CUSTOMER.

GTE PROPRIETARY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates indicated below.

Southwestern Bell Telephone Company

By: 

Name: Richard L. Taylor

Title: Director- Regulatory and Industry Relations

Date: 2-20-97

GTE Midwest, Incorporated

By: 

Name: Gerald Harris

Title: State Director-Regulatory & Governmental Affairs

Date: 2/28/97

GTE PROPRIETARY

EXHIBIT A
RATES AND CHARGES

This Exhibit is not applicable at this time.

GTE PROPRIETARY

EXHIBIT B**RATES AND CHARGES**

for Interconnection at
GTE INS' Wentzville -O'Fallon, MO STP

	<u>Rate Element</u>	<u>Rates & Charges</u>	
		<u>Nonrecurring</u>	<u>Monthly</u>
1.	STP Port Termination for an "A" Link Per Port	\$ 250.00	\$ 512.50
2.	STP Port Termination for a "B" Link Per Port	\$ 250.00	\$ 512.50
3.	56 Kbps Digital Facility Dedicated Switched Access Transport Per Airline Mile	\$ N/A	\$ 11.50
4.	56 Kbps Dedicated Switched Access Line	\$ 250.00	\$ 83.00
5.	1.544 Mbps (DS1) High Capacity Digital Facility Dedicated Switched Access Transport Per Airline Mile	\$ N/A	\$ N/A
6.	1.544 Mbps (DS1) Dedicated Switched Access Line	\$ N/A	\$ N/A
7.	Facility Charge for "B" Links	\$ N/A	\$ N/A
8.	ISUP Charge per Interconnection	\$ N/A	\$ N/A

GTE PROPRIETARY