

# INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone, L.P. d/b/a  
SBC MISSOURI

and

BIG RIVER TELEPHONE COMPANY, LLC

- 8.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 8.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.
- 9.0 PAYMENT OF RATES AND CHARGES
- \*9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all undisputed rates and charges due and owing under this Agreement within thirty (30) days of receipt of an invoice properly delivered according to the primary medium defined by CLEC. Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.
- 9.2 All billing disputes between the Parties shall be governed by this Section and Section 13.
- \*9.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item that is listed in Section 13.4.1. The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. The Non-Paying Party must pay when due: (i) all undisputed amounts to the Billing Party.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.
- 9.5 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are completed:
- 9.5.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto, no later than the second Bill Due Date after resolution of the Dispute;
- 9.6 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 9.5.1 completed within the times specified therein.
- \*9.7 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the times specified in Section 9.5 shall be grounds for termination of the Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- \*9.8 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

- \*9.8.1 Each additional copy of any bill provided for billing from SBC MISSOURI's Carrier Access Billing System (CABS) billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- \*9.8.2 Bills provided to CLEC from SBC MISSOURI's CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
10. LIMITATION ON BACK-BILLING AND CREDIT CLAIMS:
- 10.1 Any "back-billed" charges or "back-credits" will be placed as an Other Charges and Credits (OCC) on the bill or will be listed on the Detail of Adjustment page. The Billing Party will, upon request of the Billed Party, separately provide the billed Party with documentation in the way of detailed work papers to substantiate the entry.
- 10.2 Intentionally Left Blank.
- \*10.3 Intentionally Left Blank.
- \*10.4 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.
- \*10.5 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 10 and is addressed separately in the Reciprocal Compensation Attachment.
11. DAILY USAGE FILE
- The Parties agree that Attachment 10: Provision of Customer Usage Data – Unbundled Network Elements and SBC MISSOURI's obligation to provide Usage Data under this Agreement shall remain in effect only until March 11, 2006. Additional terms and conditions are contained in Attachment 10.
- 12.0 ALTERNATELY BILLED TRAFFIC (ABT)
- 12.1 As used herein, Alternately Billed Traffic (ABT) shall mean calls made by an end user and billed to an account not associated with the originating line. There are three types of ABT: Calling card, collect, and third number calls. Billing and compensation for intraLATA ABT will be handled as described below.
- 12.2 When CLEC serves its end user via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's end users, including ABT charges passed through by a Third Party. The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.
- 12.3 Additional terms and conditions concerning ABT may be found in Attachment 20: Clearinghouse.

## 13.0 DISPUTE RESOLUTION

### \*13.1 Finality of Disputes

13.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

### 13.2 Alternative to Litigation

13.2.1 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 Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

\*13.2.2. Notwithstanding any other section of this agreement, the Parties each reserve the right to utilize any available regulatory process available to them at the Commission for the resolution of disputes as an alternative to litigation.

### 13.3 Informal Resolution of Disputes

\*13.3.1 In the case of any dispute other than one covered by Section 9.3, and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative with authority to resolve the dispute. To initiate the informal dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of an individual who will serve as the initiating Party's representative. The other Party shall have five (5) business days to designate its own representatives. The location, form, frequency, and conclusion of these discussions will be left to the discretion of the representatives. Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Settlement offers by both Parties are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. All other documents related to the dispute, not prepared for purposes of the settlement offer, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

#### 13.3.2 Customer- Affecting Disputes

Notwithstanding the other dispute resolution procedures set forth in this Agreement, a Party may seek emergency relief from the Commission for the resolution of any problem that interrupts or threatens to interrupt the service of either Party's customers. In such instance, the Parties agree to provide all filings and submissions required by the Commission on an expedited basis, in accordance with the practices and rules of the Commission.

\*13.3.3 If CLEC files a dispute and seeks interim relief from the Commission, then SBC MISSOURI may not disconnect CLEC or suspend order acceptance over any open issues involved in the dispute until the Commission has finally ruled on the interim relief request.

\*13.3.4 Issues that may be disputed under this Section include but are not limited to: (1) ordering and provisioning and maintenance and repair issues not resolved as provided for in the routine escalations processes; (2) parity issues; and, (3) adherence to and interpretation of this Agreement's terms and conditions. Billing Disputes will be handled pursuant to Section 13.4 of this Agreement.

#### 13.4 Billing Disputes

\*13.4.1 In order to resolve a billing dispute, the disputing Party shall furnish written notice which shall include sufficient detail of and rationale for the dispute, including to the extent available, the (i) date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number(s) in question, (iv) circuit ID number or trunk number in question, (v) any USOC information relating to the item(s) questioned, (vi) amount billed, (vii) amount disputed, (viii) the reason the disputing Party disputes the billed amount, (ix) minutes of use disputed by jurisdictional category, and (x) the contact name, email address and telephone number.

13.4.1.1 If the disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4, the disputing Party may notify the Billing Party in writing that it wishes to invoke the formal Resolution of Disputes afforded pursuant to Section 13.5.

13.4.1.2 Unless otherwise specified or prescribed by Commission order, all billing true-ups will be administered by the billing Party for all components of the true-up, which shall be provided on the same bill invoice. True-up charges shall be separated from other charges on an invoice. True-ups will be implemented in a reasonable and timely manner and must provide sufficient detail for the billed Party to audit the bill.

\*13.4.2 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 13.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON. To be deemed a "dispute" under this Section 13.4, the Non-Paying Party must provide evidence that it has paid the disputed amount.

\*13.4.3 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party receives notice of such dispute.

#### 13.5 Formal Resolution of Disputes

\*13.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement require clarification, renegotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the complaint process of the MO-PSC. Upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 13.6.

13.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the complaint process pursuant to MO-PSC rules with regard to procedures for the resolution of disputes arising out of this Agreement.

## 13.6 Arbitration

When both Parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Arbitration will be held in St. Louis, Missouri, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The Parties agree that, notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary the arbitrator has no authority to order punitive, consequential damages or any other Damages not measured by the prevailing Party's actual Damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## 14.0 NON-PAYMENT AND PROCEDURES FOR DISCONNECTION

- \*14.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
  - \*14.1.1 SBC MISSOURI will also provide any written notification to the Missouri Public Service Commission as required by applicable law.
  - \*14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
    - 14.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 13.4.1 of this Agreement, together with the reasons for its dispute; and
    - 14.2.2 pay all undisputed Unpaid Charges to the Billing Party; and
- \*14.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.
- \*14.4 After expiration of the written notice furnished pursuant to Section 14.1 hereof, if CLEC continues to fail to comply with Section 14.2.1 through 14.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC MISSOURI may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to CLEC for payment within five (5) Business Days of any of the obligations enumerated in Section 14.2.1. On the day that SBC