CURTIS, OETTING, HEINZ, GARRETT & SOULE, P. C.
ATTORNEYS AT LAW
130 SOUTH BEMISTON, SUITE 200
ST. LOUIS, MISSOURI 63105
(314) 725-8788
FACSIMILE (314) 725-8789
www.cohgs.com

CARL J. LUMLEY

EMAIL ADDRESSES
clumley@cohgs.com
MCI MAIL: (CLUMLEY / MCI ID: 505-3023)
0005053023@MCIMAIL.COM

October 20, 1999

FILED

OCT 21 1999

Missouri Public Service Commission

Dale Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Truman State Office Building, 5th Floor
301 West High Street
Jefferson City, Missouri 65101-1517

TC-2000-294

Re: BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. v. Southwestern Bell Telephone Company

Dear Mr. Roberts:

Enclosed please find for filing with the Commission an original and fifteen copies of Complaint of BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. Upon your receipt, please file stamp the extra copy received and return to the undersigned in the enclosed, self-addressed, stamped envelope. If you have any questions, please do not hesitate to contact us.

Very truly yours,

Carl J. Lumley

CJL:dn
Enclosures
cc. Office of Public Counsel (W/Enclosures)
General Counsel (W/Enclosures)
SWBT (W/Enclosures)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

BroadSpan Communications, Inc., d/b/a Primary Network Communications, Inc.,	)	
v.	)	Case No. TC-2000-294
Southwestern Bell Telephone Co.	)	

COMPLAINT

BroadSpan Communciations, Inc. d/b/a Primary Network Communications, Inc. (PNC), by and through its attorneys, for its Complaint against Southwestern Bell Telephone Company (SWBT) alleges as follows:

I. INTRODUCTION

1. This action arises from SWBT's breach of contract by its refusal to pay PNC "reciprocal compensation" payments due under the interconnection agreement (the "Agreement") between SWBT and PNC. The Commission is authorized to hear PNC's complaint pursuant to R.S.Mo. Sections 386.330, 386.320, 386.390, 386.400 and 4 CSR 240-2.070, and the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. § 151, et seq.) (The "Act" or the "1996 Act").

2. PNC and SWBT entered into the Agreement pursuant to the Act. The relevant portions of the Agreement are attached hereto as Exhibit 1 and are incorporated by reference; PNC further incorporates by reference the Interconnection Agreement between PNC and SWBT in its entirety as filed with the Commission. In accordance with the Act, PNC adopted the terms of the Agreement relating to reciprocal compensation from the interconnection agreement between Brooks Fiber Communications of Missouri, Inc. (Brooks) and SWBT. The Missouri Public Service Commission (the "Commission") approved those provisions of the Agreement on or about April 26, 1999 and those provisions of the Agreement became effective ten (10) days later.

3. As described in more detail below, the Agreement requires SWBT to pay PNC "reciprocal compensation" for the service PNC provides to SWBT throughout the portions of PNC's

Missouri service area that overlap SWBT's Missouri local service areas, when PNC delivers local calls made by SWBT's local customers to Internet Service Providers ("ISPs") that are PNC local customers. To date, SWBT has wrongfully withheld over $3,674.00 in reciprocal compensation payments that are due to PNC under the Agreement.

II. PARTIES

4. PNC is a Missouri corporation. PNC is a "local exchange carrier" within the meaning of the Act, is authorized to and does provide local exchange services within the State of Missouri, and is subject to the jurisdiction of the Commission. PNC is authorized as a competitive local exchange carrier (CLEC) under certificate granted and tariffs approved by the Commission. Its principal regulatory office currently is located at 11756 Borman Drive, Suite 101, St. Louis, Missouri 63146.

5. The Commission should direct all communications and pleadings in this docket to PNC's representatives as follows:

Carl Lumley
Leland B. Curtis
Curtis, Oetting, Heinz, Garrett & Soule, P.C.
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
314-725-8788
314-725-8789 (FAX)

Colleen M. "Cully" Dale
BroadSpan Communications, Inc.
d/b/a Primary Network Communications
11756 Borman Drive, Suite 101
St. Louis, Missouri 63146
314-214-0066
314-569-7110 (FAX)

6. SWBT is a Missouri corporation with its principal office at One Bell Center, St. Louis, Missouri 63101. SWBT is a "local exchange carrier" within the meaning of the Act, is authorized to and does provide local exchange services within the State of Missouri, and is subject

to the jurisdiction of the Commission. SWBT is a "local exchange telecommunications company" and a "public utility" as those terms are defined in Section 386.020, RSMo (1994).

7. SWBT's address, telephone number, and facsimile number are, respectively, One Bell Center, Room 3520, St. Louis, Missouri 63101, 314-235-4300, and 314-331-2195 (FAX).

III. JURISDICTION

8. The Commission has jurisdiction over this action under the Act [*Iowa Utilities Board v. FCC*, 120 F.3d 753, 804 (8th Cir. 1997); 47 U.S.C. § 252(e)(6)], and under state law. Section 386.330 requires that the Commission "shall make such inquiry in regard to any thing done or omitted to be done by any such public utility . . . in violation of any provision of law or in violation of any order or decision of the commission" [§ 386.330(1), R.S.Mo.] on complaint by any aggrieved person or corporation [§ 386.330 (2), R.S.Mo.]. Pursuant to its general supervision authority, the Commission is authorized to secure SWBT's "compliance with all provisions of law, orders and decisions of the commission" [§ 386.320 (1), R.S.Mo.]. PNC files its complaint in accordance with Section 386.390 of state law, setting forth the violation by SWBT of the Commission approved Agreement and requiring the Parties' compliance with the terms of the Agreement [§ 386.390 R.S.Mo.]. PNC further brings its complaint pursuant to Section 386.400, authorizing PNC, as a corporation, to complain on any grounds upon which complaints are allowed to be filed by other parties and requiring the PSC to adopt and follow the same procedure adopted and followed in other cases [§ 386.400 R.S.Mo.].

IV. GENERAL ALLEGATIONS

Local Interconnection Agreements and the 1996 Act

9. Historically, SWBT and other incumbent carriers enjoyed monopoly power over local telephone service. Congress decided to end those monopolies by enacting the landmark 1996 Act "to shift monopoly [telephone] markets to competition as quickly as possible." [H.R. Rep. No. 104-204, at 89 (1995), reprinted in 1996 U.S.C.C.A.N. 10, 55.] To that end, the Act subjects incumbents such as SWBT to "a host of duties" aimed at bringing competition to the local telephone market. [*AT&T Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721, 726 (1999).]

10. The Act requires incumbent local exchange carriers like SWBT to make the local telephone networks available for use by new competitors, and sets forth procedures for opening local markets to competition. [47 U.S.C. §§ 251-52.]

11. The terms under which new entrants interconnect with the incumbent's network are contained in interconnection agreements. [47 U.S.C. § 252.] The Act directs new entrants and incumbents to attempt to reach agreement upon terms of interconnection through negotiation. If they cannot agree, the governing state commission conducts an arbitration to resolve disputed issues. [Id. § 252(b)(1).] The results of the negotiation and arbitration are memorialized in binding interconnection agreements as approved by the appropriate state commission. [Id. § 252(e).]

12. The duties imposed by the Act are minimum requirements only, and parties may agree to obligations in interconnection agreements that go beyond the Act's requirements. The Act provides that incumbent carriers and new entrants "may negotiate and enter into a binding agreement . . . without regard" to the Act's minimum obligations. [47 U.S.C. § 252(a)(1).]

Inter-Carrier Compensation in the Context of Local Competition

13. One of the principal issues that arises in the context of local competition is inter-carrier compensation. With the advent of local competition, customers of one local carrier necessarily will call customers of another local carrier. When that happens, the two carriers must assist each other in delivering the calls. There are two forms of inter-carrier compensation local carriers can receive for assisting another carrier in delivering calls: "reciprocal compensation" and the sharing of "access charges."

14. The first form of inter-carrier compensation—reciprocal compensation—is designed to compensate a carrier for completing a local call, as defined by the parties to the interconnection agreement, for another carrier. When a customer of one carrier makes a local call to a customer of another carrier, only the originating party (i.e., the caller) pays its carrier for the telephone services—leaving the other carrier uncompensated. The caller's local carrier must therefore compensate the other carrier whose facilities are used to complete the local call.

15. The second form of inter-carrier compensation is access charges. When a caller makes a long-distance toll call he pays his long-distance company, and not his local carrier, for the call. In turn, the long-distance company pays access charges to local telephone carriers to compensate the local carriers for originating and terminating the long distance toll calls over their networks. The service local carriers provide to long-distance companies in this context is "exchange access," which the 1996 Act defines as "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services" [47 U.S.C. § 153(16).] .

Treatment of Reciprocal Compensation and Access Charges in the Interconnection Agreement

16. The Agreement addresses these compensation issues by specifying what traffic is subject to reciprocal compensation and what traffic is "exchange access" traffic subject to access charges. Reciprocal compensation obligations apply to "Local Traffic" as defined in the Agreement: 'Local Traffic' means traffic that originates and terminates within the same SWBT exchange or different exchanges that share a common mandatory local calling scope [Ex. 1, Agreement Attachment 12 at I (First Revised Page 386)] The Agreement further provides that:

> CLEC [PNC] agrees to compensate SWBT for the termination of CLEC Local Traffic originated by CLEC end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein. SWBT agrees to compensate CLEC for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to CLEC end users located within those exchanges referenced therein.

[Ex. 1, Agreement at A.1.b., First Revised Page 387]. Local interconnection rates are $0.0092 per minute of use at the tandem and $0.0072 per minute of use at the end office. [Ex. 1, Agreement, First Revised Page 387]. Local calls to ISPs constitute Local Traffic subject to reciprocal compensation under the Agreement.

17. In contrast, reciprocal compensation obligations do not apply when SWBT and PNC interconnect to provide "Switched Exchange Access Services," which relate to the origination and termination of long distance toll traffic. [Ex. 1, Agreement, First Revised Page 389]. When the parties provide each other with Switched Exchange Access Services, the Agreement provides that they will share the access charges paid by long-distance companies. The parties have not treated local calls to ISPs as long distance Switched Exchange Access Service.

18. If SWBT were permitted to treat local calls to ISPs as traffic that is not subject to reciprocal compensation, PNC would not be compensated for the service it provides in delivering local calls made by SWBT customers to PNC customers that are ISPs. The Agreement does not permit the exchange of traffic without compensation to either Party.

SWBT's Treatment of Calls to Internet Service Providers as Local Traffic

19. An ISP provides its customers the ability to obtain on-line information through the Internet. ISPs provide "information services" to their customers. Information services means "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications[.]" [47 U.S.C. § 153(20).] ISPs purchase local telephone services to provide these information services. They do not provide either local or long distance telephone services.

20. The most common method by which an Internet user connects to an ISP is via the public switched telephone network. ISPs are assigned a local seven-digit telephone number when they purchase local service. All local exchange carriers, including SWBT, bill their customers for a local call when their customers call ISPs within the local calling area. The customers' charge is determined by the carriers' local tariffs. Local exchange carriers do not receive access charges from ISPs, but instead provide local services to ISPs under ordinary local tariffs for business customers. Local exchange carriers also treat calls to ISPs as local in the revenue and expense reports they file with the FCC.

21. When SWBT and Brooks negotiated the reciprocal compensation provisions of the Agreement that were subsequently adopted by PNC, they understood and intended for local calls to ISPs to be treated as Local Traffic subject to reciprocal compensation under the Agreement. Both before and after the Brooks Agreement became effective in May 1997, SWBT treated calls to ISPs as local traffic. For example:

- SWBT assigns its ISP customers a local seven-digit telephone number when they purchase local service for their use in providing information services;
- When SWBT customers make local calls to ISPs, SWBT bills its customers for those calls pursuant to its local tariff;
- Similarly, SWBT provides local services to ISPs under ordinary local tariffs for business customers;
- In ARMIS and other reports filed with the FCC, SWBT has treated revenues and expenses associated with ISP traffic as intrastate rather than interstate; and

- SWBT does not have measures in place that segregate ISP traffic from other local traffic and measure such traffic for billing purposes. Indeed, the industry standards that govern the form of bills that carriers send one another for reciprocal compensation do not require local calls to ISPs to be segregated or treated any differently from any other local calls.

22. On information and belief, SWBT knowingly paid Brooks reciprocal compensation for calls placed by SWBT's customers to Brooks' ISP customers under the provisions adopted by PNC. Similarly, on information and belief, SWBT sent monthly invoices to Brooks requiring Brooks to pay reciprocal compensation for calls placed by Brooks' customers to SWBT's customers, including ISPs. On information and belief Brooks has paid those invoices and has otherwise performed its obligations under the reciprocal compensation provision of the Agreement adopted by PNC.

23. SWBT has breached its Agreement with PNC by refusing to pay PNC the full amount due in reciprocal compensation. SWBT has unilaterally withheld reciprocal compensation payments based on SWBT's internal estimate of the portion of the reciprocal compensation invoices it claimed was attributable to calls to ISPs.

24. PNC has invoiced SWBT for the amounts due for reciprocal compensation, as provided in the Agreement. SWBT has failed and refused to pay. Accordingly, SWBT has failed to perform its obligations and is in material breach of the Agreement. As a proximate result of SWBT's breach of the Agreement, PNC has suffered damages, which currently exceed $3,674.00 and continue to accrue.

V. PRAYER FOR RELIEF

WHEREFORE, PNC respectfully requests this Commission to enter an order:

(a) Serving PNC's complaint on SWBT and requiring that SWBT respond to PNC's complaint in accordance with the Commission's rules;

(b) Requesting that the Public Service Commission Staff investigate SWBT's violation of the Agreement as approved by the Commission;

(c) Establishing a pre-hearing conference that SWBT and PNC shall be ordered to attend and develop a schedule to hear PNC's complaint;

(d) Entering a protective order to facilitate discovery by the Parties in this case;

(e) Stating that reciprocal compensation for ISP traffic is owed by SWBT to PNC at the rate for local interconnection established in the Agreement; and

(f) Awarding any other relief that this Commission deems just and proper.

Respectfully submitted,

CURTIS, OETTING, HEINZ,
GARRETT & SOULE, P.C.

Carl J. Lumley, #32869
Leland B. Curtis, #20550
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
(314)725-8788
(314)725-8789 (FAX)

Colleen M. Dale, #31624
BroadSpan Communications, Inc.
d/b/a Primary Network Communications, Inc.
11756 Borman Drive, Suite 101
St. Louis, Missouri 63146
(314) 214-0066
(314) 569-7110 (FAX)

Attorneys for BroadSpan Communications, Inc.
d/b/a Primary Network Communications, Inc.

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing was sent by first class, U.S. Mail, postage paid this 20 day of October 1999 to:

Office of Public Counsel
Missouri Public Service Commission
P.O. Box 7800
Jefferson City, Missouri 65102

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

Legal Department
Southwestern Bell Telephone Company
One Bell Center, Room 3520
St. Louis, Missouri 63101

ATTACHMENT 12: COMPENSATION

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between BroadSpan or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and BroadSpan have in place effective interconnection tariffs. By mutual agreement, SWBT and BroadSpan ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

I. COMPENSATION FOR DELIVERY OF TRAFFIC

For purposes of compensation under this Agreement, the telecommunications traffic traded between the Parties shall be classified as either Local Traffic, Transit Traffic, Optional Area Traffic (OCA), IntraLATA Interexchange traffic, or InterLATA Interexchange. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling scope(s) for purposes of its provision of telecommunications service to its end users.

Calls originated by one Party's end users and terminated to the other Party's end users shall be classified as "Local Traffic" under this Agreement if the call: (i) originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT exchanges which share a common mandatory local calling area. Calls not classified as local under this Agreement shall be treated as interexchange for intercompany compensation purposes.

Intercompany compensation for Feature Group A traffic is described in Appendix FGA, which is attached hereto and incorporated herein by reference.

The Parties agree that they shall include the originating calling number in the information they transmit with each call being terminated on the other's network, so that correct jurisdiction of the call can be made under this section for the purpose of intercompany compensation. The type of originating calling number transmitted is dependent upon the protocol of the trunk signaling utilized for interconnection. Traditional toll protocol is used with Multi-frequency (MF) signaling and Automatic Number Identification (ANI) is sent from the end office switch towards the tandem switch. Signaling System Seven (SS7) protocol utilizes Calling Party Number (CPN) to identify the originating calling number. The CPN is defined by the originating switch to be the billing number. In some cases (i.e., call forwarding) this may not be the actual originating calling number.

EXHIBIT
1

APR 01 1999

If the percentage of calls passed with CPN is greater than ninety (90) percent, all calls exchanged without CPN information will be billed as either Local Traffic, OCA Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety (90) percent, all calls passed without CPN will be billed as switched access. Where one Party is passing CPN, but the other Party is not properly receiving information, the Parties will cooperate to rate the traffic correctly.

Intercompany compensation records for calls hereunder shall be subject to the verification procedures set forth in Section 31.0 (General Terms and Conditions). Compensation for all calls shall be paid regardless of a Party's ability to collect charges from its end user for such call or calls. Subject to the foregoing principles, the following compensation terms and conditions apply:

Subject to the foregoing principles, the following compensation terms and conditions shall apply:

A. <u>Reciprocal Compensation for Termination of Local Traffic</u>

1. Applicability of Rates:

a. The rates, terms, and conditions in this subsection A apply only to the termination of Local Traffic, except as explicitly noted.

b. CLEC agrees to compensate SWBT for the termination of CLEC Local Traffic originated by CLEC end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein. SWBT agrees to compensate CLEC for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to CLEC end users located within those exchanges referenced therein.

2. Local Interconnect Rates:

Serving Method	Price per Minute of Use *
Tandem Served	$0.0092**
End Office Served	$0.0072**

* Usage shall be measured up to the nearest tenth of a minute and cumulated to one minute increments for billing.

** Because of the unique structure of the CLEC local network, the Parties agree, on an interim basis, that 90% of the local traffic originated by SWBT end users and terminated to CLEC end users will be deemed, for compensation purposes, to be terminated to a CLEC end office and 10% will be deemed to be terminated at a CLEC tandem. This interim arrangement will be used only until SWBT can directly route local traffic, at its option, to a CLEC end office or a CLEC local tandem. This interim compensation arrangement applies only, and to the extent, the following conditions are present ("interim compensation prerequisites"): CLEC has installed and serves end users from more than one local switch, within an exchange area, equipped with direct trunking capability, where the local switch subtends another CLEC local switch and where none of these switches serves an NXX exclusively. Whenever, and to the extent that, the interim compensation prerequisites are not present, the compensation applicable when SWBT end users terminate local calls to CLEC end users shall be at the end office served rate. When CLEC has multiple switches, including a local tandem, and either the tandem or any subtending office has its own, exclusive NXX, SWBT shall have the option to terminate its local traffic to CLEC on a tandem served or end office served basis and compensate CLEC accordingly.

C. Reciprocal Compensation for Transit Traffic

Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. There are two categories of Transit Traffic: 1. Local and 2. Optional Area.

1. The Local Transit Traffic rate element is applicable when both the originating and terminating end users are within SWBT local and mandatory exchanges.

2. The Optional Area Transit Traffic rate element is applicable when one end user is in a SWBT optional exchange which is listed in Schedule OCA and the other end user is within the SWBT local or mandatory exchanges.

3. Prices for Transit Traffic are as follows:

Local	$0.0031/MOU
Optional Area	$0.0040/MOU

APR 01 1999

4. The parties also acknowledge that traffic originated in third party incumbent LEC exchange areas may traverse the SWBT tandem and terminate in other third party LEC exchange areas. Although direct connections could be used for this traffic, SWBT agrees to transit this traffic for the rate of $0.006 per MOU if the other LEC exchanges share a common mandatory local calling area with all SWBT exchanges included in a metropolitan exchange area. Any other LEC mandatory exchanges are listed in Schedule OCA.

D. Reciprocal Compensation for termination of IntraLATA Interexchange Traffic

1. Optional Calling Area Compensation (OCA) - For the SWBT optional calling areas listed in Schedule OCA, the compensation for termination of intercompany traffic will be at the rate of $0.0160/MOU. This terminating compensation rate applies to all traffic to and from the exchanges listed in Schedule OCA, attached hereto and incorporated by reference, and the associated metropolitan area and is independent of any retail service arrangement established by either Party.

2. SWBT also agrees to apply the OCA compensation rate of $0.0160/MOU for traffic terminating to CLEC end users in other incumbent LEC exchanges that share a common mandatory calling area with all SWBT exchanges that are included in the metropolitan exchange area. Schedule OCA lists the shared mandatory local calling areas.

3. For intrastate intraLATA interexchange service, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service or "MTS" and originating access rates for 800 Service, including the Carrier Common Line or "CCL" as set forth in each Party's intrastate access service tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff.

E. Compensation for Origination and Termination of InterLATA Interexchange Traffic (Meet-Point Billing "MPB" Arrangements)

1. CLEC and SWBT may mutually agree to establish Meet-Point billing arrangements in order to provide Switched Access Services to IXCs via an SWBT access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. CLEC' Meet-Points with SWBT shall be those identified in Appendix DCO.

2. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including Meet-Point Billing percentages.

3. As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet-Point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

4. Initially, billing to IXCs for the Switched Access Services jointly provided by the Parties via the Meet-Point Billing arrangement shall be according to the multiple bill/multiple tariff method as described in the MECAB document.

5. Meet-Point billing shall also apply to all traffic bearing the 900, 800, 888 NPA.

F. <u>Wireless Traffic</u>

1. Appendix Wireless sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If either Party enters into an interconnection agreement with a CMRS provider, Appendix Wireless shall no longer be applicable between the Parties with respect to such CMRS providers. In such circumstances, compensation between the other Party and the CMRS provider shall be determined by those parties.

2. The Parties will apply the Local Transit Traffic rate to each other for calls that originate on one Party's network and are sent to the other Party for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. Each Party shall be responsible for interconnection arrangements with CMRS providers, including terminating compensation arrangements, as appropriate, regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for termination of such traffic.

APR 01 1999

3. When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and CLEC, the traffic will be treated, in comport with its origination and termination, as either Local, Optional Area, or Access and the appropriate compensation rate will apply.

G. Billing Terms and Conditions

Other than for traffic described in subsection E above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

a. Each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.

b. Each Party will transmit the summarized originating minutes of use (from a. above) to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

c. Bills rendered by either Party shall be paid within 30 days of receipt subject to subsequent audit verification as described in Section 31.0 (General Terms and Conditions).

d. Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP).[1]

H. Compensation for Porting OCA Numbers

A $12.40 monthly charge shall apply per ported OCA number.

[1]Technical Exhibit Settlement Procedures, previously provided to CLEC.

APR 01 1999

Page Intentionally Left Blank

Page Intentionally Left Blank

APR 01 1999

APPENDIX FGA

This Appendix to Attachment 12: Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

1.0 Definitions

1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.

1.2 The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.

1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.

1.5 The Primary Company denotes the Party with the Primary office(s).

1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user: and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.

1.7 The Secondary Company denotes the Party with the secondary office(s).

1.8 The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.

1.9 Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.

1.10 Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.

1.11 Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

2.0 Undertaking of the Parties

2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next months revenue distribution cycle, and will not be required to adjust the previous bills retroactively.

2.2 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

3.0 Administration of Revenue Distribution

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

4.0 Minutes of Use (MOUs) Development

4.1 The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

4.2 Terminating MOUs Development

4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.

4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

4.3 Originating MOUs Development

4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ration of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.

4.3.2 The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

5.0 Calculation of Revenue Distribution

5.1 The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.

5.2 Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2.) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.0 Revenue Distribution Amounts, Monthly Statements And Payments

6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.

6.2 The monthly compensation statement will show, for each Secondary Office, separately:

6.2.1 The total number of non-premium or premium terminating MOUs and revenue.

6.2.2 The total number on non-premium or premium originating MOUs and revenues.

6.2.3 The total compensation due the Secondary Company, by rate element.

6.2.4 The number of terminating MOUs recorded by the Primary Company.

6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section

6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.2.1 and 4.2.2.

6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.

6.2.8 Adjustments for uncollectibles.

6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

7.0 Miscellaneous Provisions

7.1 This Appendix will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company		Secondary Office Company		
CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX	ACCESS LINE

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-EAS Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA

APPENDIX WIRELESS

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between BroadSpan or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and BroadSpan have in place effective interconnection tariffs. By mutual agreement, SWBT and BroadSpan ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

This appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not been compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs.

1.0 Definitions

1.1. Wireless Interconnection Service - The interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or the CLEC's point of switching for termination on the relevant Party's wireline switching network.

1.2. Commercial Mobile Radio Service (CMRS) Provider - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Part 24, or Part 90 of the FCC Rules and Regulations.

1.3. End Office - A SWBT or CLEC switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.

1.4. Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

APR 01 1999

1.5. Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.

1.6. Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

1.7. Mobile Telephone Switching Office ("MTSO") - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.

1.8. Primary Company - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.

1.9. Revenues - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.

1.10. Secondary Company - The Party that receives Terminating Traffic from the Primary Company.

1.11. Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.

1.12. Terminating Traffic - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

2.0 ADMINISTRATION OF REVENUE DISTRIBUTION

2.1. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.

2.2. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff.

2.3. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the

APR 01 1999

CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.

2.4. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.

2.5. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.

2.6. The revenue and usage statement will contain the following information:

2.6.1. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;

2.6.2. The total of the MOU and revenues for the Secondary Company;

2.6.3. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,

2.6.4. Adjustments for uncollectibles.

2.7. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

3.0 <u>TERMINATION PROVISIONS</u>

3.1. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.

3.2. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

APR 01 1999

4.0 MISCELLANEOUS PROVISIONS

4.1. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.

4.2. Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

5.0 NOTICE

5.1. In the event any notices are required under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

If to BCI:

Beth Malm
BroadSpan Communications, Inc.
11756 Borman Drive, Suite 101
St. Louis, Missouri 63146

If to SWBT:

Executive Director
Southwestern Bell Telephone Company
Four Bell Plaza, Room 840
Dallas, Texas 75202
(214) 464-8145
(214) 464-8528 (FAX)

APR 01 1999

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities

APR 01 1999

SCHEDULE OCA

APR 01 1999

SCHEDULE OCA

The rates, terms and conditions set forth in this Attachment/Appendix were adopted pursuant to Section 52 of this Agreement from an Interconnection Agreement between Brooks Fiber Communications of Missouri, Inc., and SWBT signed February 10, 1997, which ran for a stated term continuing through December 31, 1998. This Attachment/Appendix shall continue without interruption, except as otherwise provided by law, the Brooks Agreement or this Agreement, until: (a) a new interconnection agreement becomes effective between BroadSpan or Brooks and SWBT, or (b) the Missouri PSC determines that interconnection shall be by tariff rather than contract and both SWBT and BroadSpan have in place effective interconnection tariffs. By mutual agreement, SWBT and BroadSpan ("CLEC" or "LSP") may amend this Agreement to modify the term of this Attachment/Appendix.

KANSAS CITY, MISSOURI

SWBT OPTIONAL CALLING AREAS

- FARLEY
- SMITHVILLE
- EXCELSIOR SPRINGS
- RICHMOND
- GRAIN VALLEY
- GREENWOOD
- ARCHIE

ILEC MANDATORY AREAS

- FERRELVIEW

SPRINGFIELD, MISSOURI

SWBT OPTIONAL CALLING AREAS

- WALNUT GROVE
- ASH GROVE
- MARIONVILLE

ST. LOUIS, MISSOURI

SWBT OPTIONAL CALLING AREAS

- PORTAGE DES SIOUX
- ST. CHARLES
- CHESTERFIELD
- MANCHESTER
- VALLEY PARK
- FENTON

APR 01 1999

ST. LOUIS, MISSOURI
(CONTINUED)

SWBT OPTIONAL CALLING AREAS

- MAXVILLE
- IMPERIAL
- HARVESTER
- POND
- EUREKA
- HIGH RIDGE
- ANTONIA
- HERCULANEUM
- GRAY SUMMIT
- PACIFIC
- CEDAR HILL
- WARE
- HILLSBORO
- FESTUS
- DESOTO

APR 01 1999