

At the SBC MISSOURI Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an TCG-KC fiber-optic facility which transports traffic to and from an TCG-KC Central Office.

- 16.4.2 When the end-user to be tapped, traced, etc. is an TCG-KC Local or ALS Type II customer provisioned on SBC MISSOURI facilities, SBC MISSOURI shall advise the requesting law enforcement agency to name both TCG-KC and SBC MISSOURI in the court order and serve both carriers. SBC MISSOURI shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify TCG-KC directly of the law enforcement agency request within one (1) business day of receiving the request. SBC MISSOURI shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once TCG-KC implements CALEA solutions in its switches, TCG-KC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
- 16.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices and reserve the right to take action to collect from the LEA where reimbursement is provided for by statute. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.
- 16.5 Annoyance Calls. SBC MISSOURI agrees to work cooperatively and jointly with TCG-KC in investigating annoyance/harassing calls to any TCG-KC customer where SBC MISSOURI's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the TCG-KC customer. The SBC MISSOURI Call Trace Center will handle requests received from TCG-KC personnel on behalf of TCG-KC customers. SBC MISSOURI will provide service to TCG-KC customers on annoyance/harassing calls that is at parity with the level of service SBC MISSOURI provides its own customers.
- 16.6 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, SBC MISSOURI shall provide soft dial tone to TCG-KC for the use of its customers.

17. CHANGES IN SUBSCRIBER CARRIER SELECTION

- 17.1 Each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 17.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. SBC MISSOURI shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), SBC MISSOURI is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When an TCG-KC resale end user has abandoned a premise (i.e. vacates a premise without disconnecting service, TCG-KC will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.

- 17.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At TCG-KC's written request, SBC will investigate an alleged incidence of slamming involving TCG-KC, and only in such TCG-KC authorized instances shall SBC charge TCG-KC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

18. AMENDMENTS OR WAIVERS

- 18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

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18.2.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.

18.2.2 Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms.

18.2.3 If mutually acceptable terms are not agreed upon within 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 18.2.3 more than once during the term of the Agreement.

18.2.4 Nothing in this Section 18.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 3 (Intervening Law), or Section 252(i) of the Act.

19. AUTHORITY

- 19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

20. BINDING EFFECT

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21. CONSENT

21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22. EXPENSES

22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23. HEADINGS

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24. RELATIONSHIP OF PARTIES

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25. CONFLICT OF INTEREST

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26. MULTIPLE COUNTERPARTS

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27. THIRD PARTY BENEFICIARIES

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28. REGULATORY APPROVAL

- 28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29. TRADEMARKS AND TRADE NAMES

- 29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

30. REGULATORY AUTHORITY

- 30.1 SBC MISSOURI will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. TCG-KC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to TCG-KC Customers contemplated by this Agreement. TCG-KC will reasonably cooperate with SBC MISSOURI in obtaining and maintaining any required approvals for which SBC MISSOURI is responsible, and SBC MISSOURI will reasonably cooperate with TCG-KC in obtaining and maintaining any required approvals for which TCG-KC is responsible.
- 30.2 Except as otherwise provided in this Agreement the Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC MISSOURI may file, absent Commission order to the contrary. The Parties agree that TCG-KC is not precluded from ordering products and services available under any effective SBC MISSOURI tariff or any tariff that SBC MISSOURI may file in the future, provided that the products and services are not already available under this Agreement, and provided that TCG-KC satisfies all conditions contained in such tariff that are material to the particular tariff offering, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding provisioning. Provided, however, that TCG-KC shall not be bound by the general terms and conditions of the tariff that are otherwise addressed in this Agreement.
- 30.2.1 TCG-KC may also order from a tariff a product or service that is available in its Agreement, provided that prior to ordering such product or service, TCG-KC amends its Agreement to remove the rates, terms and conditions associated with the product or service it is ordering from the tariff and add a

pointer stating that such product will be ordered from the tariff. Similarly, This Section does not impair SBC MISSOURI's right to file tariffs nor does it impair SBC MISSOURI's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SBC MISSOURI provides or hereafter provides to TCG-KC under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair TCG-KC's right to contest such tariffs before the appropriate Commission, subject to any defenses or arguments SBC MISSOURI might make in response to TCG-KC's contesting of such tariffs.

30.2.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the SBC ILEC that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

30.2.3 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

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32. VERIFICATION REVIEWS

32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 8.2.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.

32.3 Each Party will cooperate fully in any audit performed pursuant to 32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.

32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 32.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the

Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

- 32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
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- 32.7 Intentionally Left Blank.
- 32.8 This Section 32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Inter-carrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.
- 32.9 Information obtained or received by either Party in connection with Sections 32.1 through 32.5 and 32.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

33. COMPLETE TERMS

- 33.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 33.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

34. COOPERATION ON PREVENTING END USER FRAUD

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- 34.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 34.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in this Section 34 will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.
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- 34.5 Intentionally Left Blank.

- 34.6 SBC MISSOURI will make available to TCG-KC all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that SBC MISSOURI provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international (011+), 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations (011+), (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of Toll Free Service (800) if SBC MISSOURI is the provider of the Toll Free Service and (v) 900/976 blocking.
- 34.6.1 SBC MISSOURI will provide to TCG-KC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.
- 34.6.2 SBC MISSOURI will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.
- 34.6.3 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 34.6.4 In the event of fraud associated with an TCG-KC End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the Parties agree that SBC MISSOURI shall not be liable to TCG-KC for any fraud associated with TCG-KC's end user's account including 1+ IntraLATA toll, ported numbers and Alternately Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of SBC MISSOURI.
- 34.6.5 SBC MISSOURI shall use its fraud system to determine suspected occurrences of ABS-related fraud for TCG-KC customers, using the same criteria SBC MISSOURI uses to monitor fraud on its own accounts.
- 34.6.5.1 SBC MISSOURI will provide notification messages to TCG-KC on suspected occurrences of ABS-related fraud on TCG-KC accounts stored in the applicable LIDB. Subsequent to TCG-KC's investigation of the notification message, TCG-KC's Fraud Center will notify SBC MISSOURI of any action that needs to be taken. SBC MISSOURI will complete such action as requested by TCG-KC.
- 34.6.5.2 TCG-KC understands that the fraud notification messages only identify potential occurrences of fraud. TCG-KC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. TCG-KC understands and agrees that it will also need to determine what, if any, action should be taken as a result of a fraud notification message.
- 34.6.5.3 The Parties will provide contact names and numbers to each other for the exchange of fraud notification messages twenty-four (24) hours per day seven (7) days per week.
- 34.6.5.4 For each alert notification provided to TCG-KC, TCG-KC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. TCG-KC may request up to three reports per alert.
- 34.6.5.5 ABS-related alerts are provided to TCG-KC at no additional charge.

34.6.6 The Parties agree that TCG-KC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by SBC MISSOURI.

35. NOTICE OF NETWORK CHANGES/NOTIFICATION OF OTHER INFORMATION

- 35.1 SBC MISSOURI agrees to provide TCG-KC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SBC MISSOURI's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC MISSOURI's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SBC MISSOURI's obligations to TCG-KC under the terms of this Agreement.
- 35.2 SBC MISSOURI communicates official information to competitive local exchange carriers via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price increases to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 35.3 SBC will provide TCG-KC with direct notice of any tariff or filing which concerns the subject matter of this Agreement as required by the MPSC's Substantive Rules.
- 35.4 SBC MISSOURI, will provide TCG-KC Accessible Letter notification via electronic mail ("e-mail") distribution.
- 35.5 TCG-KC may designate a maximum of ten (10) recipients for SBC MISSOURI Accessible Letter notification via e-mail.
- 35.6 TCG-KC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable SBC MISSOURI's CLEC Online website) to the SBC MISSOURI individual specified on that form to designate in writing each individual (other than the TCG-KC contact designated in Section 11.2) to whom TCG-KC requests Accessible Letter notification be sent, via e-mail. TCG-KC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any TCG-KC recipient of Accessible Letters (other than the TCG-KC contact designated in Section 11.2). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SBC MISSOURI.

36. GOOD FAITH PERFORMANCE

- 36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

37. RESPONSIBILITY OF EACH PARTY

- 37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and

disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

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39. GOVERNMENTAL COMPLIANCE

39.1 TCG-KC and SBC MISSOURI each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to i) its obligations under or activities in connection with this Agreement or ii) its activities undertaken at, in connection with or relating to Work Locations. TCG-KC and SBC MISSOURI each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. SBC MISSOURI, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for SBC MISSOURI to provide the Network Elements and Resale services pursuant to this Agreement.

40. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

40.1 Disclosure of Potential Hazards: When and if TCG-KC notifies SBC MISSOURI that TCG-KC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC MISSOURI building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SBC MISSOURI shall timely notify TCG-KC of any Environmental Hazard at that Work Location of which SBC MISSOURI has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which TCG-KC already has actual knowledge or (ii) was caused solely by TCG-KC or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SBC MISSOURI; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.

40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC MISSOURI, TCG-KC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. TCG-KC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC MISSOURI's business operations after consultation with SBC MISSOURI, and shall return SBC MISSOURI's property to substantially the same condition as it would have been without such inspections, testing or monitoring.

40.3 Managing Disturbed Materials and Media: If and to the extent that TCG-KC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then TCG-KC rather than SBC MISSOURI shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

40.4 Indemnification

40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 40.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

40.4.2 TCG-KC shall indemnify, on request defend, and hold harmless SBC MISSOURI and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of TCG-KC, or by any person acting on TCG-KC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of TCG-KC or by any person acting on TCG-KC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by TCG-KC or its contractors or agents.

40.4.3 SBC MISSOURI shall indemnify, on request defend, and hold harmless TCG-KC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of SBC MISSOURI or by any person acting on SBC MISSOURI's behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SBC MISSOURI or by any person acting on SBC MISSOURI's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by SBC MISSOURI or its contractors or agents.

41. SUBCONTRACTING

41.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

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43. SEVERABILITY

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.5.

44. SURVIVAL OF OBLIGATIONS

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45. GOVERNING LAW

45.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Missouri other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Jefferson City, Missouri and waive any and all objections to a Missouri venue.

46. PERFORMANCE CRITERIA

46.1 Specific provisions governing failure to meet Performance Criteria are contained in Attachment 17: Performance.

47. OTHER OBLIGATIONS OF TCG-KC

47.1 For the purposes of establishing service and providing efficient and consolidated billing to TCG-KC, TCG-KC is required to provide SBC MISSOURI its authorized and nationally recognized Operating Company

Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services.

48. DIALING PARITY

- 48.1 SBC MISSOURI will ensure that all TCG-KC Customers experience the same dialing parity as similarly-situated customers of SBC MISSOURI services, such that, for all call types: (i) an TCG-KC Customer is not required to dial any greater number of digits than a similarly-situated SBC MISSOURI customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an TCG-KC Customer is at least equal in quality to that experienced by a similarly-situated SBC MISSOURI customer; and (iii) the TCG-KC Customer may retain its local telephone number in accordance with the Attachment 14: LRN-PNP.

49. BRANDING

- 49.1 Specific provisions concerning the branding of services provided to TCG-KC by SBC MISSOURI under this Agreement are contained in the following Attachments to this Agreement: Attachment 1: Resale; Attachment 22: Directory Assistance; and Attachment 23: Operator Services.

50. CUSTOMER INQUIRIES

- 50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

51. DISCLAIMER OF WARRANTIES

- 51.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

52. NO WAIVER

- 52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

53. DEFINITIONS

- 53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of

right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

54. RESALE

54.1 At the request of TCG-KC, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter offers to any customer in the geographic area where SBC MISSOURI is the incumbent LEC will be made available to TCG-KC by SBC MISSOURI for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, Appendix Pricing.

55. UNBUNDLED NETWORK ELEMENTS

55.1 At the request of TCG-KC and pursuant to the requirements of the Act, SBC MISSOURI will offer in the geographic area where SBC MISSOURI is the incumbent LEC Network Elements to TCG-KC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements (UNE) and related Appendices.

56. ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA

56.1 In connection with its Resale of services to TCG-KC, SBC MISSOURI agrees to provide to TCG-KC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

56.2 In connection with its furnishing Unbundled Networks Elements to TCG-KC, SBC MISSOURI agrees to provide to TCG-KC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

57. INTENTIONALLY LEFT BLANK

58. COMPENSATION FOR DELIVERY OF TRAFFIC

58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Inter-carrier Compensation.

59. ANCILLARY FUNCTIONS

59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC MISSOURI agrees to provide Ancillary Functions to TCG-KC as set forth in Attachment 13: Ancillary Functions.

60. OTHER REQUIREMENTS AND ATTACHMENTS

60.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. It is understood

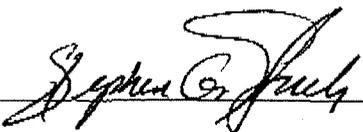
that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.

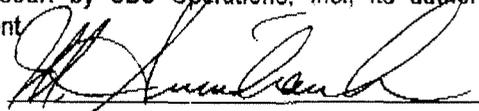
- 60.2 Appended to this Agreement and incorporated herein are the Attachments listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

TCG Kansas City

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

By: 

By: 

Printed: Stephen G. Huels

Printed: **Mike Auinbauh**

Title: Region Vice President

Title: AVP - Local Interconnection Marketing

Date: Aug. 1, 2005

Date: 7/29/05

FACILITIES-BASED OCN 6123

ACNA TPM

ATTACHMENT 1: RESALE

All services made available to TCG-KC by SBC MISSOURI for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing, and Customized Routing-Resale. (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

- 1.1 Consistent with Section 1.1 of the General Terms and Conditions of this Agreement, each Party shall provide Resale under the following terms and conditions in this Attachment Resale.
 - 1.1.1 TCG-KC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service pursuant to 251(b)(1) of the Act.
- 1.2 At the request of TCG-KC, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to TCG-KC by SBC MISSOURI in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
- 1.3 SBC MISSOURI will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
- 1.4 SBC MISSOURI shall not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, except that a State commission may, consistent with regulations prescribed by the Commission under Section 251(c)(4) of the Act, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at retail only to a category of Subscribers from offering such service to a different category of subscribers.
- 1.5 Except as otherwise expressly provided herein, for Telecommunications Services included within this Attachment that are offered by SBC MISSOURI to SBC MISSOURI's End Users through tariff(s), the rules and regulations associated with SBC MISSOURI's retail tariff(s) shall apply in parity when the services are resold by TCG-KC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by each Party to its End Users.

- 1.6 TCG-KC may at any time add or delete features to or relocate the Resale services for TCG-KC's customers except for grandfathered services. However, TCG-KC may only offer grandfathered services to customers that are eligible to receive grandfathered services.
- 1.7 PLEXAR Families of Services Requirements
- 1.7.1 TCG-KC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding SBC MISSOURI's retail tariff(s), in the state of Missouri. TCG-KC may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and TCG-KC may only offer it to customers that are eligible to receive CENTREX from SBC MISSOURI. The PLEXAR families of services provided for resale will meet the following requirements:
- 1.7.2 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to TCG-KC for resale. SBC MISSOURI does not have and will not apply a continuous property tariff restriction for PLEXAR®. SBC MISSOURI may not retain limitations on aggregation for purposes of the resale of volume discount offers. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.
- 1.8 TCG-KC may be required to pay a charge, for the cost of suppressing the need for TCG-KC Customers to dial "9" when placing calls outside the PLEXAR families of services
- 1.9 TCG-KC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to TCG-KC Resale service customers having locations outside of the geographic territory in which SBC MISSOURI provides local exchange service as the incumbent LEC. Where SBC MISSOURI has established Meet Point Billing arrangements with independent LECs, TCG-KC may purchase Private Line Services to connect TCG-KC's End Users located outside of SBC MISSOURI's ILEC Territory. TCG-KC will receive a bill/invoice directly from the independent LEC for its portion of the services rendered and SBC MISSOURI will provide TCG-KC a bill/invoice for its portion of the services rendered less the wholesale discount.
- 1.10 TCG-KC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 1.11 SBC MISSOURI will furnish PLEXAR Custom services to TCG-KC for resale subject to Section 1.1.1 of this Attachment. SBC MISSOURI's provision of PLEXAR Custom will be as specified in this Section. SBC MISSOURI will offer TCG-KC the same price SBC MISSOURI provides to its Customers less costs that will be avoided Access to appropriate

training for PLEXAR Custom sales and sales support will be provided to TCG-KC by SBC MISSOURI at a reasonable price to TCG-KC.

- 1.12 The resale services listed in Appendix Services/Pricing are at the wholesale discount rates shown therein and/or the applicable Commission ordered tariff where stated. However, this list of services is neither all inclusive nor exclusive. Except as otherwise expressed herein, the Parties also will make available for resale the wholesale discount rate set forth in Section 2 of Appendix Services/Pricing or otherwise ordered by the Commission on any other Telecommunications Services offered by a Party and not listed in Appendix Services and Pricing.
- 1.13 SBC MISSOURI will make available to TCG-KC for resale SBC MISSOURI's Bill Plus service at a discount of five per cent (5%) off of SBC MISSOURI's tariffed rate for each service. Consolidated Billing is available at no charge.
- 1.14 SBC MISSOURI will make available to TCG-KC for resale, including but not limited to, the following SBC MISSOURI services at SBC MISSOURI's tariffed rates, without a wholesale discount, for each service (or in the event a service is not tariffed, at the rate SBC MISSOURI charges its subscribers, except as otherwise provided herein):
- Construction Charges
 - Distance Learning
 - Maintenance of Service Charges
 - Suspension Services/Restoral Services
 - Telecommunications Service Priority Systems
 - Access Services
 - 976 Information Delivery Service
 - Shared Tenant Service
- 1.14.1 The Distance Learning discount is in addition to the discounts for the underlying services provided. Temporary Suspension of Service (i.e. vacation service) discounts apply to the discounted rate for the underlying service. When TCG-KC resells Shared Tenant Service, TCG-KC will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.15 The following services are not being made available by SBC MISSOURI to TCG-KC for resale:
- BDS/LAN
 - Customer Provided Equipment
 - Customized Billing Reports
 - Inline® Products
 - Inside Wiring
 - Semi-Public Telephone Equipment, Booths and Enclosures
 - 911 Universal Emergency Number Equipment

- Busy Studies

- 1.16 Telecommunications Services will be resold by SBC MISSOURI to TCG-KC on terms and conditions that are reasonable and nondiscriminatory.

2.0 Directory Assistance and Operator Services

- 2.01 Subject to any blocking that may be ordered by TCG-KC for its End Users, to the extent Directory Assistance (DA) services are provided to TCG-KC's End Users, SBC MISSOURI shall provide TCG-KC's End Users access to SBC MISSOURI's Directory Assistance services. TCG-KC shall pay SBC MISSOURI the charges attributable to Directory Assistance services utilized by TCG-KC's End Users.

- 2.02 Subject to any blocking that may be ordered by TCG-KC for its End Users, SBC MISSOURI will provide access to Operator Services ("OS") to TCG-KC's End Users to the same extent it provides OS to its own End Users. TCG-KC shall pay the charges associated with the utilization of OS by TCG-KC's End Users.

2.1 OS/DA Rate/Reference Information

- 2.1.1 Reference/Rater Information are SBC MISSOURI databases referenced by a SBC MISSOURI Operator for TCG-KC OS/DA specific information as provided by TCG-KC such as its business office, repair and OS/DA rates.

- 2.1.2 TCG-KC must provide OS/DA Rate/Reference Information.

- 2.1.3 When SBC MISSOURI's Operator receives a rate request from TCG-KC's End User, where technically feasible and available, then SBC MISSOURI will quote the applicable OS/DA rates as provided by the requesting Party.

- 2.1.4 TCG-KC must furnish OS/DA Rate and Reference Information. Information will be furnished in accordance with the process outlined in the Operator Services Questionnaire (OSQ). TCG-KC will furnish to SBC MISSOURI a completed OSQ thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

- 2.1.5 TCG-KC will inform SBC MISSOURI, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. TCG-KC acknowledges that it is responsible to provide SBC MISSOURI updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

- 2.1.6 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TCG-KC's OS/DA Rate/Reference information. An additional non-

recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TCG-KC's OS/DA Rate or Reference information.

2.2 OS/DA Call Branding

2.2.1 SBC MISSOURI will brand OS/DA in TCG-KC's name.

2.2.1.1 TCG-KC will provide SBC MISSOURI with the specific branding phrase to be used to identify TCG-KC. The standard phrase will be consistent with the general form and content currently used by TCG-KC in branding its respective services.

2.2.2 Branding Load Charges:

2.2.2.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for the establishment of TCG-KC's specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC MISSOURI on behalf of TCG-KC when multiple brands are required on a single Operator Services trunk.

2.3 Directory Listings Requirements

SBC MISSOURI publishes White Pages directories for geographic areas in which TCG-KC also provides local exchange telephone service, and TCG-KC wishes to include listings information for its customers in SBC MISSOURI's White Pages directories.

TCG-KC also desires distribution to TCG-KC's customers of the White Pages directories that include listings of such customers.

2.3.1 SBC MISSOURI will make available to TCG-KC, for TCG-KC's customers, non-discriminatory access to White Pages directory listings.

2.3.2 SBC MISSOURI will use the rules, regulations, practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SBC MISSOURI will include in appropriate White Pages directories the primary alphabetical listings of all TCG-KC's customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and SBC MISSOURI's practices are subject to change from time to time. SBC MISSOURI will include TCG-KC's local customer's primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.

2.3.3 Additional Listing services, including Enhanced Listings, and Non-Published Listings, as set forth in the Pricing Schedule, may be purchased by TCG-KC for its End Users on a per listing basis.

2.3.4 Liability relating to End User Listings

2.3.4.1 The requesting Party hereby releases the requested Party from any and all liability for damages due to errors or omissions in the requesting Party's End User listing information as provided to the requested Party under this Attachment, and/or the requesting Party's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

2.3.4.2 In addition to any other indemnity obligations in this Attachment or the Agreement to which this Attachment is attached, the requesting Party shall indemnify, protect, save harmless and defend the requested Party and the requested Party's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in the requesting Party's End User listing information, including any error or omission related to non-published or non-listed End User listing information. The requesting Party shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against the requesting Party and the requested Party, and/or against the requested Party alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the requesting Party's End User listing information in the White Pages directory, the requested Party may, at its option, assume and undertake its own defense, or assist in the defense of the requesting Party.

2.3.4.3 SBC MISSOURI will include the listing information for TCG-KC's customers for Resale services in SBC MISSOURI's White Pages directory data base in the same manner as it includes listing information for SBC MISSOURI's end user customers.

2.3.4.4 TCG-KC's subscriber listings are to be interfiled (interspersed) with SBC MISSOURI's and other subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.

2.3.4.5 SBC MISSOURI will deliver one copy per primary End User listing of SBC MISSOURI's White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI's subscribers. TCG-KC may arrange for additional directory distribution and other services with

SBC MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.

- 2.3.4.6 Publication schedules for White Pages: SBC MISSOURI will provide to TCG-KC, via the SBC CLEC Online website, the initial directory schedule. Updates to the schedule will be provided in a timely manner as they occur.
- 2.3.4.7 At its option, TCG-KC may purchase one one-sided (1) information page (Customer Guide Pages) in the informational section of the White Pages directory covering the geographic area(s) it is serving. Such page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC MISSOURI information page. TCG-KC will provide to SBC MISSOURI, sixty (60) calendar days prior to the directory close date, the information page in camera ready format. TCG-KC will have the right to approve the content of SBC MISSOURI's camera-ready copy. Informational Page rates are identified in the Pricing Schedule.
- 2.3.4.8 SBC MISSOURI will include TCG-KC's specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other requesting Parties. The space available to TCG-KC on such page will be 1/8th page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published, TCG-KC will provide SBC MISSOURI the information to be published on the information page according to the instructions provided on SBC CLEC Online website (TCG-KC will be limited to a maximum of one representation in any single edition of SBC MISSOURI's Party White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement). The content of TCG-KC's camera-ready copy shall be subject to SBC MISSOURI's approval. In those directories in which SBC MISSOURI includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at TCG-KC's request, subject to the guidelines set forth above.
- 2.4 Unless otherwise provided in this Agreement, SBC MISSOURI will perform all of its obligations hereunder throughout the entire service area where SBC MISSOURI is the incumbent local exchange carrier. SBC MISSOURI will provide the services covered by this Attachment subject to the availability of facilities in this state.

- 2.5 TCG-KC may terminate any Resale service within the period specified for termination of such Resale service in SBC MISSOURI's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 2.6 TCG-KC shall make its telecommunications services available for resale to SBC MISSOURI on terms and conditions that are reasonable and nondiscriminatory.

3.0 Branding

- 3.1 TCG-KC is free to brand the Resale services that SBC MISSOURI provides to TCG-KC under the provisions of this Agreement. SBC MISSOURI will not brand such Resale services provided to TCG-KC under this Agreement as being SBC MISSOURI's services, although certain SBC MISSOURI retail services that utilize electronic branding are subject to the further provisions of Section 3.1.1 below.
 - 3.1.1 SBC MISSOURI offers certain retail services that utilize electronic branding to designate the services as SBC MISSOURI's retail services. Subject to applicable law, to the extent such services are made available for resale to TCG-KC customers, TCG-KC may request SBC MISSOURI to rebrand such services as TCG-KC services or to offer them without a brand. SBC MISSOURI will review such requests in a timely manner and provide a cost estimate. TCG-KC agrees to reimburse SBC MISSOURI for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet TCG-KC's needs. TCG-KC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC MISSOURI as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC MISSOURI agrees to reimburse TCG-KC for a reasonable portion of its costs.
- 3.2 TCG-KC will provide the exclusive interface to TCG-KC Customers in connection with the marketing, offering or provision of TCG-KC services, except as otherwise provided in this Agreement. In those instances where SBC MISSOURI personnel interface directly with TCG-KC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to TCG-KC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 3.3 Branding provisions concerning SBC MISSOURI's furnishing of all forms, business cards or other business materials to TCG-KC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Attachment and Attachments 27 and 27A of this Agreement.

- 3.4 TCG-KC will not, without SBC MISSOURI's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC MISSOURI or its affiliates.

4.0 Promotion

- 4.1 Resale services offered by SBC MISSOURI through promotions will be available to TCG-KC Party on terms and conditions no less favorable than those SBC MISSOURI makes available to its customers, provided that for promotions of 90 days or less, SBC MISSOURI will offer the services to TCG-KC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC MISSOURI will make the services available at the avoided cost discount from the promotional rate.

5.0 No Restrictions on Resale

- 5.1 In each state TCG-KC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. TCG-KC will not resell to business customers SBC MISSOURI's Resale services that are restricted by SBC MISSOURI's tariffs to use by residential subscribers. SBC MISSOURI is not required to make services available for resale at wholesale rates to TCG-KC for its own use. TCG-KC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent TCG-KC resells services that require certification on the part of the buyer, TCG-KC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 TCG-KC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that TCG-KC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 Dialing Parity

- 6.1 For all call types associated with the Resale services provided to TCG-KC by SBC MISSOURI under this Agreement: (i) an TCG-KC Customer will not be required to dial any greater number of digits than a similarly-situated SBC MISSOURI customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an TCG-KC Customer will be at least equal in quality to that received by a similarly situated SBC MISSOURI customer; and (iii) TCG-KC's Customer may retain its local telephone number provided the customer remains within the same wire center. End users of TCG-KC and end users of SBC

MISSOURI will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7.0 Maintenance

- 7.1 Maintenance will be provided by SBC MISSOURI in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 27: Operation Support Systems (OSS).

8.0 Changes in Retail Service

- 8.1 Sections 35.2 and 35.3 of the General Terms and Conditions govern notification, if any, of changes in the prices, terms and condition under which SBC MISSOURI offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers.

9.0 Billing for Resale

- 9.1 SBC MISSOURI will bill TCG-KC for Resale services provided by SBC MISSOURI to TCG-KC pursuant to the terms of this Attachment, and in accordance with the billing terms and conditions contained in the General Terms and Conditions and Attachment 28: Comprehensive Billing. Resale usage for services provided by SBC MISSOURI to TCG-KC shall also be in accordance with Attachment 28: Comprehensive Billing.

10.0 Operational Requirements

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support System (OSS) "functions" to TCG-KC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the requested Party, see Attachment 27: Operation Support Systems (OSS).

11.0 Alternatively Billed Calls

11.1 Responsibility for ABS Calls

- 11.1.1 If TCG-KC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of TCG-KC to order the appropriate toll restriction or blocking on lines resold to End Users. TCG-KC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. TCG-KC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not

available and any charges associated with calls that bypass blocking systems. If TCG-KC fails to accept liability for calls that may bypass blocking systems, TCG-KC agrees to provide its End User information to SBC MISSOURI so that SBC MISSOURI may bill TCG-KC's End User for the services they benefited from and the charges the End Users rightfully owe.

12.0 CLASS and Custom Features Requirements

12.1 TCG-KC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. TCG-KC may package any services so purchased for purposes of resale to its customers. SBC MISSOURI will provide to TCG-KC a list of all services and features. As requested by TCG-KC, SBC MISSOURI will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by SBC MISSOURI differs from the tariff, the tariff prevails. For ordering and provisioning of features and services see Attachment 27: Operations Support Systems (OSS).

13.0 Voluntary Federal Customer Financial Assistance Programs

13.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SBC MISSOURI customers choose to obtain Resale service from TCG-KC, SBC MISSOURI will confirm such customers' eligibility to participate in such SBC MISSOURI programs to TCG-KC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). TCG-KC is responsible for ensuring that its customers to whom it resells SBC MISSOURI's Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

14.0 E911/911 Services

14.1 Where available, SBC MISSOURI will afford TCG-KC's customers with resold lines the ability to make 911 calls. TCG-KC is responsible for collecting from its resold end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharge assessed on the resold end user by any municipality or other governmental entity within whose boundaries TCG-KC provides local exchange service. Where requested by SBC MISSOURI, TCG-KC will provide SBC MISSOURI with accurate and complete information regarding its customers in a format and time frame prescribed by SBC MISSOURI for purposes of 911 administration. SBC MISSOURI will provide to TCG-KC, for TCG-KC Customers, E911/911 call routing to the appropriate PSAP. SBC MISSOURI will make TCG-KC Customer information available to the appropriate PSAP. SBC MISSOURI shall use its service order process to update and maintain, on the same

schedule that it uses for its Customers, the TCG-KC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E911/911 services.

15.0 Services to Disabled Customers

- 15.1 SBC MISSOURI agrees any services it offers to disabled customers will be made available to TCG-KC for its customers who qualify as disabled customers. When a SBC MISSOURI customer eligible for services offered to disabled customers chooses to obtain Resale services from TCG-KC, SBC MISSOURI will make all information regarding such customer's eligibility for disabled services available to TCG-KC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). TCG-KC is responsible for ensuring that its customers to whom it resells SBC MISSOURI's disabled services are eligible to receive same.

16.0 Telephone Relay Service

- 16.1 Where SBC MISSOURI provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), SBC MISSOURI will make such service available to TCG-KC at no additional charge, for use by TCG-KC customers who are speech or hearing-impaired. If SBC MISSOURI maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC MISSOURI will make such data available to TCG-KC as it pertains to TCG-KC Resale service customers.

17.0 Lifeline Services

- 17.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SBC MISSOURI agrees that any Lifeline Services it offers to customers will be available to TCG-KC for customers who meet such eligibility requirements.
- 17.2 When a SBC MISSOURI Lifeline Services customer chooses to obtain Resale service from TCG-KC, SBC MISSOURI will confirm such SBC MISSOURI customer's Lifeline Service eligibility to TCG-KC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). TCG-KC is responsible for ensuring that its customers to whom it resells SBC MISSOURI's Lifeline Services are eligible to receive same.
- 17.3 SBC MISSOURI will provide the Lifeline Service to TCG-KC at the Missouri Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in Pricing Schedule. SBC MISSOURI is the entity eligible to apply to and receive support from the

Missouri Universal Service Fund and the Federal Universal Service Fund for Lifeline Service.

18.0 Advanced Intelligent network

- 18.1 TCG-KC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services SBC MISSOURI offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 18.2 All service levels, features and function components of AIN provided by SBC MISSOURI and offered for resale by TCG-KC will be provided by SBC MISSOURI at parity with the same services SBC MISSOURI offers to its own customers.
- 18.3 TCG-KC may purchase any and all levels of AIN service for Resale services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

19.0 Pay Phone Services

- 19.1 Pay Phone Services - SBC MISSOURI will not be required to make available Pay Phone Service for resale to TCG-KC unless and until such time as the Parties may agree to amend this Agreement to include terms, conditions and rates for such services, and not before. SBC MISSOURI shall be under no obligation to agree to any terms, conditions or rates for such services during the term of this Agreement.

20.0 Call Trace

- 20.1 TCG-KC end user's activation of Call Trace shall be handled by the SBC MISSOURI Call Trace Center (CTC). SBC MISSOURI shall notify TCG-KC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with TCG-KC's end users (whether that end user is the victim or the suspect) will be coordinated through TCG-KC.
- 20.2 TCG-KC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be TCG-KC's responsibility to provide additional information necessary for any police investigation. TCG-KC will indemnify SBC MISSOURI against any claims that insufficient information led to inadequate prosecution.

21.0 Suspension Services

- 21.1 TCG-KC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. TCG-KC may also provide a Company Initiated Suspension service for their own purposes. Should TCG-KC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar

days. If TCG-KC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should TCG-KC issue a disconnect after the fifteen (15) day suspension period, TCG-KC will be responsible for all appropriate charges on the account back to the suspension date. Should TCG-KC restore their end user, a Service Connection Charge for Restoral of Service will apply and TCG-KC will be billed for the appropriate service from the time of suspension.

22.0 CHANGE IN END USER LOCAL SERVICE PROVIDER

- 22.1 When an End User converts existing service to TCG-KC resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule.
- 22.2 Simple and Complex Service Orders: If either SBC MISSOURI or TCG-KC on an electronic flow-through basis can handle an order, the conversion order is simple. All other conversion orders are complex.
- 22.3 If an TCG-KC end user customer adds features or services when the end user customer changes their resold local service from SBC MISSOURI or another LSP to TCG-KC, SBC MISSOURI will charge TCG-KC the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charges.
- 22.4 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on SBC MISSOURI's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 22.5 Upon an end user's subscription to TCG-KC local Resale service, SBC MISSOURI will promptly remove from the LIDB any SBC MISSOURI assigned telephone line based calling card number (TLN) applicable to that end user.

23.0 Reservation of Rights/Intervening Law

- 23.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

APPENDIX TO ATTACHMENT 1: RESALE SERVICES/PRICING

1.0 This Appendix Services/Pricing describes several services which SBC MISSOURI will make available to TCG-KC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC MISSOURI which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

2.0 Services Available for Resale and Associated Prices

2.1 SBC MISSOURI's Retail Telecommunications Services are available for Resale at a 19.2% (MO) discount.

3.0 Reservation of Rights/Intervening Law

3.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

APPENDIX TO ATTACHMENT 1: CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1.0 Customized Routing of TCG-KC Directory Assistance and Operator Services

- 1.1 Where TCG-KC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC MISSOURI will provide the functionality and features required to route all calls from TCG-KC customers for Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) to TCG-KC designated trunks for the provision of TCG-KC Directory Assistance and Operator Services.
- 1.2 SBC MISSOURI is free to choose the methodology deployed in SBC MISSOURI's network to perform customized routing of Directory Assistance and Operator Services.
- 1.3 SBC MISSOURI will provide the functionality and features within its local switch (LS) providing the resold local service to route TCG-KC customer-dialed Directory Assistance local calls to TCG-KC designated trunks via Feature Group C signaling.
- 1.4 SBC MISSOURI will provide the functionality and features within its LS to route TCG-KC customer dialed 0/0+ local and IntraLATA calls to TCG-KC designated trunks via Feature Group C.
- 1.5 The Parties agree that, in the event of an emergency wherein an TCG-KC customer must reach a non-TCG-KC customer that has a non-published telephone number, the TCG-KC operator will contact SBC MISSOURI's operator and request the assistance of a supervisor as is done by SBC MISSOURI's operators today.
- 1.6 SBC MISSOURI will provide the functionality and features within its LS providing the resold local service to route TCG-KC customer dialed 0- and 0+ local calls to the TCG-KC designated trunks via Modified Operator Signaling Services (MOSS) Feature Group C signaling. In all cases, SBC MISSOURI will provide post-dial delay at least equal to that provided by SBC MISSOURI for its end user customers.
- 1.7 SBC MISSOURI will forward with all Directory Assistance and Operator Services calls from TCG-KC customers all appropriate line data required by TCG-KC to identify the type of line. Such data shall include, but not be limited to, originating line number, 10 digits, line class code, and any other data elements required to allow TCG-KC to appropriately identify the originating line for purposes of call handling and recording.
- 1.8 All direct routing capabilities described herein will permit TCG-KC customers to dial the same telephone numbers for TCG-KC Directory Assistance and Operator Services that

similarly-situated SBC MISSOURI customers dial for reaching equivalent SBC MISSOURI services.

1.9 The rates for Customized Routing Resale are contained in Pricing Schedule.

2.0 Reservation of Rights/Intervening Law

2.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.