

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T

MISSOURI

AND

TELEPORT COMMUNICATIONS AMERICA, LLC.



Signature: eSigned - John P. GoodmanSignature: eSigned - Kristen E. ShoreName: eSigned - John P. Goodman
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Lead Carrier Relations Manager
(Print or Type)Title: Director
(Print or Type)Date: 07 Feb 2014Date: 10 Feb 2014

Teleport Communications America, LLC.

Southwestern Bell Telephone Company d/b/a AT&T
MISSOURI by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI
AND
TELEPORT COMMUNICATIONS AMERICA, LLC**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T") and TCG St. Louis ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, TCG St. Louis has changed its name to "Teleport Communications America, LLC", and wishes to reflect that name change as set forth herein.

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended in 1996 (the "Act"), dated August 21, 2007 and as subsequently amended (the "Agreement");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Agreement is hereby amended to reflect the name change from "TCG St. Louis" to "Teleport Communications America, LLC".
2. AT&T MISSOURI shall reflect that name change from "TCG St. Louis" to "Teleport Communications America, LLC" only for the main billing account (header card) for each of the accounts previously billed to TCG St. Louis. AT&T MISSOURI shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T MISSOURI's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Teleport Communications America, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by TCG St. Louis with AT&T MISSOURI for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Teleport Communications America, LLC shall operate with AT&T MISSOURI under the "Teleport Communications America, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Teleport Communications America, LLC, and labeling (including re-labeling) equipment and facilities with Teleport Communications America, LLC. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-22STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-22STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. The Parties also agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the state of Missouri.
5. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Sheet, Exhibit B in the state of Missouri.
6. The Parties agree to replace the language in Section 19.0 Notices with the following:

19.0 Notices

- 19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 19.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested;
 - 19.1.2 delivered by facsimile provided CLEC and/or AT&T-13STATE has provided such information in Section 19.3 below;
 - 19.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-13STATE has provided such information in Section 19.3 below.
- 19.2 Notices will be deemed given as of the earliest of:
- 19.2.1 the date of actual receipt;
 - 19.2.2 the next Business Day when sent via express delivery service;
 - 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 19.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone;
 - 19.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T-13STATE.
- 19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	John Goodman Lead Carrier Relations Manager
STREET ADDRESS	308 S. Akard St.
CITY, STATE, ZIP CODE	Dallas, TX 75202
PHONE NUMBER*	940-268-8304
FACSIMILE NUMBER	214-446-2695
EMAIL ADDRESS	Jg1692@att.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with

this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 19.5 AT&T-13STATE communicates official information to CLECs via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
 10. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

TRANSIT TRAFFIC SERVICE ATTACHMENT

EXHIBIT A

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TRANSIT TRAFFIC SERVICE ATTACHMENT

1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment ("Attachment") sets forth the rates, terms and conditions of AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, and AT&T OKLAHOMA ("AT&T-Transit Service Provider" or "AT&T-TSP") Transit Traffic Service as a Transit Service Provider. AT&T-TSP's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows CARRIER to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-TSP's provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECs) (*i.e.*, carriers that interconnect with AT&T-TSP's network but operate and/or provide Telecommunications Services outside of AT&T-TSP's incumbent local exchange area).

2. DEFINITIONS

The definitions in Section 2 of this Attachment are only for the purpose of Transit Traffic Service as set forth in this Attachment. If a definition below conflicts with any definition in the General Terms and Conditions of the Agreement, then the definition below governs for the purpose of this Attachment. To the extent that defined terms in the Agreement are used in this Attachment, but for which no definition appears below, then the definition in the Agreement controls.

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from CARRIER's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**Calling Party Number**" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.3 "**End Office**" or "**End Office Switch**" is an AT&T-TSP switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.4 "**ISP-Bound Traffic**" is defined as traffic exchanged between CARRIER's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from CARRIER's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T-TSP exchange area; or
 - (ii) originates from CARRIER's end-users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T-TSP Exchanges or within an AT&T-TSP exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T-13STATE's tariff, (*e.g.*, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.5 "**IntraLATA Toll Traffic**" is defined as traffic exchanged between CARRIER's end users and the end users of a Third Party Terminating Carrier which subtends an AT&T-TSP Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party

Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CARRIER's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the AT&T- local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

- 2.6 **"Local Tandem"** refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular local calling area.
- 2.7 **"Local/Access Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.8 **"Local/IntraLATA Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.9 **"Local Only Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 2.10 **"Section 251(b)(5)/IntraLATA Traffic"** shall mean for purposes of this Agreement, (i) Section 251(b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CARRIER where [CARRIER is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T-TSP where AT&T-TSP is both the Section 251(b)(5) Traffic and intraLATA toll provider.

For Section 251(b)(5) Traffic exchanged between CARRIER's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).

- 2.11 **"Tandem"** or **"Tandem Switch"** is an AT&T-TSP switch used to connect Trunks between and among other Central Office Switches.
- 2.12 **"Third Party Originating Carrier"** means a Telecommunications Carrier (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OE-LEC) that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CARRIER.
- 2.13 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when CARRIER uses AT&T-TSP's Transit Traffic Service (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OE-LEC).
- 2.14 **"Transit Service Provider"** means AT&T-TSP when providing its Transit Traffic Service.
- 2.15 **"Transit Traffic"** means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.

"Transit Traffic Service" is an optional non-251/252 switching and intermediate transport service provided by AT&T-TSP to CARRIER where CARRIER is directly interconnected with an AT&T-TSP Tandem. AT&T-TSP neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T-TSP Tandem Switch where an AT&T-TSP end user is neither the originating nor the terminating party.

- 2.16 **"Trunk"** or **"Trunk Group"** means the switch port interface(s) and the communication path created to

connect CARRIER network with AT&T-TSP's network for the purpose of interconnection pursuant to the Act.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-TSP will provide CARRIER with AT&T-TSP's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-TSP is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on CARRIER's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T-TSP end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network. CARRIER agrees to compensate AT&T-TSP for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Transit Traffic Service Pricing Sheet, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.5 The rates that AT&T-TSP shall charge CARRIER for the Transit Traffic Service is outlined in Section 6.0, below and the attached Transit Traffic Service Transit Traffic Service Pricing Sheet.

Carrier Originating

- 3.6 CARRIER has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-TSP for transiting to such Third Party Terminating Carriers. In no event will AT&T-TSP have any liability to CARRIER or any Third Party if CARRIER fails to enter into such traffic compensation arrangements. In the event CARRIER originates traffic that transits AT&T-TSP's network to reach a Third Party Terminating Carrier with whom CARRIER does not have a traffic compensation arrangement, then CARRIER will indemnify, defend and hold harmless AT&T-TSP against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-TSP will bill their respective charges directly to CARRIER. AT&T-TSP will not be required to function as a billing intermediary, *e.g.* clearinghouse. Under no circumstances will AT&T-TSP be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.7 In the event CARRIER originates Transit Traffic destined for a Third Party Terminating Carrier with which CARRIER does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-TSP to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-TSP has delivered, CARRIER will indemnify AT&T-TSP for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-TSP agrees to allow CARRIER to participate as a party.
- 3.8 CARRIER will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-TSP. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CARRIER agrees to cooperate to investigate and take corrective action. If CARRIER is passing CPN but AT&T-TSP is not properly receiving information, CARRIER will work cooperatively to correct the problem. If the CPN is not received from the CARRIER, AT&T-TSP can not forward the CPN and CARRIER will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising out of the failure of any traffic transiting AT&T-TSP's network to have CPN.
- 3.9 CARRIER, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing

appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T-TSP may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

Carrier Terminating

- 3.10 CARRIER shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CARRIER.
- 3.11 When AT&T-TSP, operating as a Transit Service Provider, routes Transit Traffic to CARRIER from a Third Party Originating Carrier, AT&T-TSP agrees to pass the originating CPN information to CARRIER as provided by the Third Party Originating Carrier.
- 3.12 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CARRIER from AT&T-TSP serving as the Transit Traffic Provider. Where AT&T-TSP is providing a Transit Traffic Service, AT&T-TSP will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-TSP can not forward the CPN; therefore, CARRIER will indemnify, defend and hold harmless AT&T-TSP from any Losses according to Section 3.6 above. If AT&T-TSP or CARRIER identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CARRIER agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-TSP or CARRIER is not properly receiving information, CARRIER will work cooperatively to correct the problem.
- 3.13 CARRIER agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TSP, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC ROUTING

- 4.1 Where AT&T-TSP has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing AT&T-TSP's Transit Traffic Service will be routed via AT&T-TSP's Local Tandem Switches, but not at or through any AT&T-TSP Access Tandem Switches.
- 4.2 Where AT&T-TSP has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T-TSP's Transit Traffic Service will be routed via the appropriate AT&T-TSP Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.3 Where AT&T-TSP has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-TSP's Transit Traffic Service will be routed via AT&T-TSP's Access Tandem Switches, but not at or through any AT&T-TSP Local Tandem Switches.
- 4.4 Where AT&T-TSP has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-TSP's Transit Traffic Service will be routed via the appropriate AT&T-TSP Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.5 Upon written notification from AT&T-TSP of misrouting of Transit Traffic by CARRIER as identified above, CARRIER will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.6 Facilities and trunking pursuant to CARRIER's Appendix ITR (Interconnection Trunking Requirements) to the interconnection agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic from CARRIER through the AT&T-TSP Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T-TSP written request, CARRIER shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CARRIER shall route Transit Traffic via AT&T-TSP's Tandem switches, and not at or through any AT&T-TSP End Offices. Once this trunk group has been established, CARRIER agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-TSP's tandem switch where an AT&T-TSP end user is neither the originating nor the terminating party. CARRIER agrees to compensate AT&T-TSP operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Pricing Sheet.
- 6.2 Rate Elements - the following rate elements apply, (the corresponding rates are specified in Pricing Sheet, attached hereto):
- 6.2.1 Tandem Switching - compensation for the use of tandem switching.
- 6.2.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 6.3 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

7. RESERVATION OF RIGHTS/INTERVENING LAW

- 7.1 In entering into this Agreement, this Attachment, and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement, and/or this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement or this Attachment, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement or this Attachment. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 7.2 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 1 (Urban, STL, KS)		ZZUTN		\$0.001712	NA	NA	MOU
2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 2 (Suburban)		ZZUTN		\$0.001844	NA	NA	MOU
2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 3 (Rural)		ZZUTN		\$0.001918	NA	NA	MOU
2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 4 (Urban Springfield)		ZZUTN		\$0.001679	NA	NA	MOU
2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone Interzone		ZZUTN		\$0.001863	NA	NA	MOU