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December 16, 2002

FILED³

DEC 16 2002

Missouri Public
Service Commission

Missouri Public Service Commission
Attn: Secretary of the Commission
200 Madison Street, Suite 100
P. O. Box 360
Jefferson City, MO 65102-0360

RE: Application of Xspedius Management Co. Switched Services, L.L.C., and
Xspedius Management Co. of Kansas City, L.L.C., for Approval of
Interconnection Agreement

Dear Secretary:

Enclosed please find an original and five copies of the Application of Xspedius Management Co. Switched Services, L.L.C., and Xspedius Management Co. of Kansas City, L.L.C. (Applicants) for Approval of Interconnection Agreement for filing with the Commission. This Application requests approval of an Interconnection Agreement between Applicants and Southwestern Bell Telephone Company. The original and 1 copy of the Interconnection Agreement and Amendment are also provided. A diskette copy is not available, to my knowledge.

Thank you for your assistance. Copies are being served on the General Counsel, Public Counsel and counsel for Southwestern Bell Telephone Company. Please contact me at 634-8109 if there are any questions.

Sincerely,


Mary Ann (Garr) Young

Enclosure

cc: General Counsel
Office of Public Counsel
SWBT Legal Department (w/o agreement)

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

DEC 16 2002

Application of

Xspedius Management Co.
Switched Services, L.L.C. and
Xspedius Management Co. of
Kansas City, L.L.C.

for Approval of an Interconnection
Agreement Under the
Telecommunications Act of 1996

Missouri Public
Service Commission

Case No. _____

APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT

COME NOW Xspedius Management Co. Switched Services, L.L.C., and Xspedius Management Co. of Kansas City, L.L.C., (Applicants), by their undersigned counsel, and hereby file their Application for Approval of an Interconnection Agreement (Agreement) between Applicants and Southwestern Bell Telephone Company (SWBT) under the Telecommunications Act of 1996 (1996 Act). In support of this Application, Applicants state as follows:

I. THE PARTIES

Applicants are competitive telecommunications carriers authorized to provide basic local exchange, local exchange and interexchange telecommunications services by the Commission. Applicant Xspedius Management Co. Switched Services, L.L.C. was granted basic local service authority in the Commission's Order Granting Temporary Certificate of Service Authority dated July 9, 2002, in Case No. CA-2002-1153. Applicant Xspedius Management Co. of Kansas City, L.L.C., was granted local exchange and interexchange authority in the Commission's Order Granting Temporary Certificate of

Service Authority dated July 9, 2002, in Case No. XA-2002-1154. Documentation evidencing Applicants' authority to transact business in Missouri from the Secretary of State's Office was filed with the Commission in Case Nos. CA-2002-1153 and XA-2002-1154, and that documentation is incorporated herein by reference pursuant to 4 CSR 240-2(1)(G). Applicants are limited liability companies formed under the laws of Delaware with their principal place of business at 5555 Winghaven Blvd., O'Fallon, MO 63366. SWBT is an incumbent local exchange carrier authorized to provide basic local exchange telephone service in Missouri; it maintains its principal offices in Missouri at One Bell Center, Suite 4210, St. Louis, MO 63101.

Applicants herein state, in accordance with 4 CSR 240-2.060 (1) (K), that there are no pending actions or final unsatisfied judgments or decisions against Applicants in any state, federal agency, or court which involve customer service or rates for which action, judgment, or decision has occurred within three (3) years of the date of this Application. Pursuant to 4 CSR 240-2.060 (1) (L), Applicants hereby state that the Companies do not have any overdue annual reports or fees owed to the Missouri Public Service Commission.

II. INTERCONNECTION AGREEMENT REACHED

Applicants present to this Commission for approval an Interconnection Agreement entered into between SWBT and Applicants, executed pursuant to the terms of the 1996 Act. A copy of the Agreement is provided as Exhibit A. This agreement is a negotiated contract and is based upon the terms of SWBT's current agreement with AT&T, including Amendments to the AT&T/SWBT agreement, which have previously been approved by the Commission. Only the reciprocal compensation terms differ from the AT&T agreement. The amendments to the AT&T/SWBT agreement are located at the end of the Agreement.

The Agreement with Amendments was executed by Applicants on October 17, 2002, and by SWBT on October 28, 2002. There are no outstanding issues between Applicants and SWBT that need the assistance of mediation or arbitration.

III. REQUEST FOR APPROVAL

Applicants seek the Commission's approval of the Agreement, consistent with the provisions of the 1996 Act and Missouri law. The implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

Applicants respectfully request that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties.

IV. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

(e) Approval by State Commission

- (1) Approval required.**--Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) Grounds for rejection.**--The state commission may only reject--
 - (A)** an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

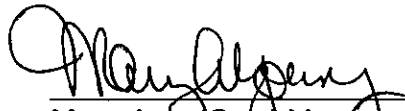
V. MISSOURI LAW

The executed Agreement is consistent with Missouri Law.

VI. CONCLUSION

WHEREFORE, Applicants respectfully request that the Commission approve the Interconnection Agreement as soon as possible.

Respectfully submitted,

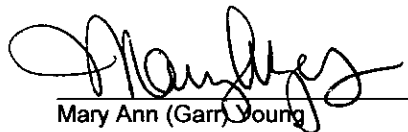


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Counsel for Xspedius Management Co.
Switched Services Xspedius Management Co. of
Kansas City, Xspedius Management Co. of
Kansas City, L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a copy of this document was hand-delivered or mailed by first class mail, postage prepaid, to the Office of Public Counsel, the General Counsel's office counsel for Southwestern Bell Telephone Company this 16th day of December 2002.



Mary Ann (Garr) Young

FILED³

DEC 16 2002

INTERCONNECTION AGREEMENT-MISSOURI **Missouri Public
Service Commission**

between

*Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company

and

Xspedius Management Co. Switched Services, L.L.C.
Xspedius Management Co. of Kansas City, L.L.C.

INTERCONNECTION AGREEMENT - Missouri

This Interconnection Agreement - Missouri (Agreement) is between Xspedius Management Co. Switched Services, L.L.C./Xspedius Management Co. of Kansas City, L.L.C., a Delaware Corporation (referred to as "CLEC"), having an office at 7125 Columbia Gateway Drive, Columbia, Maryland 21046, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company (SWBT), a Texas corporation, having an office at 350 McCullough, San Antonio, Texas 78215 (collectively the Parties).

*This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated as of _____, 2002 by and between Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company (a Texas corporation), hereinafter referred to as "SWBT," only to the extent that SWBT provides Telephone Exchange Services as an ILEC in Missouri and, Xspedius Management Co. Switched Services, L.L.C./Xspedius Management Co. of Kansas City, L.L.C., (a Delaware corporation), hereinafter referred to as "CLEC" shall apply to the state of Missouri.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SWBT services and for the provision by SWBT of Interconnection, unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.

WHEREAS, pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, CLEC and SWBT have entered into an agreement ("MFN Agreement"), which is a sectional MFN into the SWBT/AT&T Agreement for the State of Missouri ("the AT&T Provisions"), with the exception of the reciprocal compensation provisions. With respect to reciprocal compensation, CLEC adopted Attachment 12: Reciprocal Compensation of the Missouri 271 Agreement ("M2A"), including the legitimately related provisions, pursuant to Attachment 26: Legitimately Related Provisions of the M2A.

WHEREAS, in entering into this MFN Agreement which contains the AT&T Provisions, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to the AT&T Provisions (with the exception of the "Elected Provisions" in the AT&T Agreement which are excluded from this reservation) and as to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et.al. v. FCC*, No. 00-101 (May 24, 2002); the FCC' Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this MFN Agreement, each Party

fully reserves all of its rights, remedies and arguments with respect to the AT&T Provisions (with the exception of the "Elected Provisions" in the AT&T Agreement which are excluded from this reservation) and as to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this MFN Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In the event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151 et seq., was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, telecommunications carriers; and

WHEREAS, SWBT is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies ("ILECs") which are Incumbent Local Exchange Carriers; and

WHEREAS, SWBT for itself and its Affiliates is willing to provide Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale, and additional features, on the terms and subject to the conditions of this Agreement; and

WHEREAS, CLEC is a telecommunications carrier and has requested that SWBT negotiate an Agreement with CLEC for the provision of Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale, and additional features pursuant to the Act and in conformance with SWBT's duties under the Act; and

WHEREAS, the Parties have arrived at this Agreement through procedures undertaken pursuant to the Act, and acknowledge that its terms and conditions are subject to the Act, including Sections 251 and 252 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and SWBT hereby agree as follows:

1.0 Introduction

- *1.1 This Agreement sets forth the terms, conditions and prices under which SWBT agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, or combinations of such Network Elements (Combinations), (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to SWBT's network and reciprocal compensation for the transport and termination of telecommunications.
- *1.2 The Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by SWBT or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Network Elements or Combinations purchased hereunder.
- *1.3 Except as provided in this Agreement, during the term of this Agreement, SWBT will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SWBT will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair SWBT's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations or Ancillary Functions made by SWBT to CLEC as set forth in and during the terms of this Agreement.
- 1.4 SWBT may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein the Attachments listed in Section 61 of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, SWBT will perform all of its obligations concerning its offering of Resale services and unbundled Network Elements under this Agreement throughout the entire service area where SWBT is the incumbent local exchange carrier.

2.0 Effective Date, Term, and Termination

- 2.1 [Applies only to Elected Provisions.] Any competitive local exchange carrier that wants to accept this entire Agreement (after the Missouri Public Service Commission has issued an order finding that this agreement satisfies the competitive checklist under 47 U. S. C. Section 271(c) and supporting SWBT's application for in-region intraLATA relief for the State of Missouri), shall notify SWBT in writing. Within 5 business days of such notification, SWBT shall present the competitive local exchange carrier with a signed Interconnection Agreement substantively identical to this Agreement. Within 5 business days of receipt of the SWBT signed Interconnection Agreement, the competitive local exchange carrier shall sign the Interconnection Agreement and file it with this Commission. The signed Interconnection Agreement between SWBT and the competitive local exchange carrier shall become effective by operation of law immediately upon filing with the Commission (the "Effective Date").
- 2.2 The preceding Section 2.1 relates to interconnection agreements that consist of adoptions of the entire M2A. This Agreement is not an adoption of the entire M2A, but is comprised of adopted M2A provisions, as set forth below (the "Elected Provisions"), and of other provisions that were accepted by the Parties outside of the M2A framework, as a result either of negotiation or arbitration (sometimes referred to herein as the "Non-Elected Provisions.") The Effective Date of this Agreement shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

M2A Adopted Provisions (referred to herein as "Elected Provisions"):

Attachments 1-10, including all Appendices thereto (except for Appendix Pricing – UNE Schedule of Prices appended to Attachment 6 which has been included in this Agreement by virtue of an arbitration between SWBT and CLEC)

Attachment 13, including all Appendices thereto

Attachment 14, including all Appendices thereto

Attachment 15, including all Appendices thereto

Attachments 17, including all Appendices thereto

Attachments 19, including all Appendices thereto

Attachments 22-23, including all Appendices thereto

Attachments 25

Attachment 26

The following Legitimately Related Provisions from the General Terms and Conditions of the M2A: 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 7.1.1 (legitimately related to Att. 25), 18.1, 18.2, 18.3, 31.1, and 43.1.

Any provisions that are not included in the above list of Elected Provisions are not subject to the General Terms and Conditions listed as "Attachment 26 Legitimately Related Provisions," above (Sections 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 7.1.1, 18.1, 18.2, 18.3, 31.1 and 43.1)

Note: Appendix Pricing – UNE Schedule of Prices appended to Attachment 6 was excepted from the Elected Provisions because it has been included in this Agreement by virtue of an arbitration between SWBT and CLEC. Further, the Parties have agreed that Section 18.1 shall apply equally to Elected Provisions and all other provisions of this Agreement.

3.0 Intervening Law

- 3.1 In the event that any legally binding legislative, regulatory, judicial or other legal action affects any terms of this Agreement, or the ability of CLEC or ILEC to perform any terms of this Agreement, CLEC or SWBT may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within thirty (30) days after such notice, or if at any time during such 30-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in Section 9, below; provided, however, that pending resolution of the dispute, the affected term(s) shall be immediately invalidated, modified or stayed, consistent with the legally binding legislative, regulatory, judicial or other legal action.
- 3.2 During the pendency of any renegotiation or dispute resolution pursuant to Section 3.1 supra, or prior to any election by either Party pursuant to Section 3.1 supra, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement, except as otherwise provided in Section 3.1, unless the Commission, the Federal Communications Commission, or a court of competent jurisdiction determines that modifications to this Agreement are required to bring it into compliance with the Act, in which case the Parties shall perform their obligations in accordance with such determination or ruling.
- 3.3 Intentionally left blank.

*3.4 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SWBT, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). SWBT has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks.

3.4.1 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUCO's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

4.0 Term of Agreement

4.1 [Applies only to Elected Provisions.] This Agreement will become effective as of the Effective Date stated above, and will expire March 6, 2002, unless the Federal Communications Commission (FCC) approves SWBT's application to provide in-region interLATA service in Missouri under 47 U.S.C. § 271 by June 29, 2001, in which event the terms of this Agreement will automatically be extended until March 6, 2005. In the event the FCC approves SWBT's application to provide in-region interLATA service in Missouri under 47 U.S.C. § 271 after June 29, 2001, but prior to March 6, 2002, SWBT shall have the option of extending this Agreement until March 6, 2005. In such event, SWBT will provide notice to the Commission and to CLEC, within five business days of FCC approval, of its agreement to extend this Agreement until March 6, 2005. If either party desires to negotiate a successor agreement to this Agreement, such party must provide the other party with a written request to negotiate such successor agreement (Request to Negotiate) not later than 180 days prior to the expiration of this Agreement. A Request to Negotiate does not activate the negotiation timeframe set forth in this Agreement, nor does it shorten the life of this Agreement. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said Notice to Negotiate, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If the FCC approves SWBT's application to provide in-region interLATA service in Missouri after June 29, 2001 and SWBT provides notice of its agreement under this Section to extend this Agreement until March 6, 2005 CLEC may withdraw its Request to Negotiate.

4.1.1 [Applies only to Elected Provisions.] This Agreement will not go into effect until the Missouri Public Service Commission has issued an Order finding that this Agreement satisfies the competitive checklist under 47 U.S.C. Section 271(c) and supporting SWBT's application for in-region interLATA relief for the State of Missouri. SWBT's

offering of this Agreement and all Sections, Attachments and offerings therein are expressly conditioned upon the Missouri Public Service Commission's support for SWBT's application for in-region interLATA relief for the State of Missouri. If the Missouri Public Service Commission does not support SWBT's application for in-region interLATA relief for the State of Missouri, then SWBT's offering of this Agreement and all sections, attachments and offerings therein is immediately withdrawn and this Agreement will not go into effect.

- 4.1.2 [Applies only to Elected Provisions.] Should CLEC opt to incorporate any provision of another interconnection agreement into this Agreement pursuant to Section 252(i) of the Act, such incorporated provision shall expire on the date it would have expired under the interconnection agreement from which it was taken. Should CLEC opt to incorporate any of this Agreement into another interconnection agreement pursuant to Section 252(i) of the Act, this Agreement shall expire on the date provided in Section 4.1 above and shall not control the expiration date of the provisions of the other interconnection agreement.
- 4.2 [Applies only to Elected Provisions.] If either party has served a Notice to Negotiate pursuant to Section 4.1 above then, notwithstanding the expiration of this Agreement in accordance with Section 4.1 above, the terms, conditions, and prices of this Agreement will remain in effect for a maximum of 135 days after expiration of this Agreement for completion of said negotiations and any necessary arbitration. The Parties agree to resolve any impasse by submission of the disputed matters to the Missouri PSC for arbitration. Should the Missouri PSC decline jurisdiction, the Parties will resort to a commercial provider of arbitration services.
- 4.2.1 [Applies only to Elected Provisions.] Pursuant to Sections 18.2 and 18.3, SWBT and CLEC agree not to challenge the lawfulness of any provision of this Agreement. In the event that one of the Parties to this Agreement nonetheless challenges the lawfulness of any provision of this Agreement in a judicial, dispute resolution, or regulatory proceeding, then the other Party, at its option, may terminate this Agreement immediately. In such event, the Parties shall have a period not to exceed 135 days in which to negotiate, and 135 additional days to arbitrate any disputes for, a replacement interconnection agreement. However, should a non-party successfully challenge the lawfulness of any provision of this Agreement, SWBT and CLEC agree that, despite such challenge, the terms and conditions of this Agreement will continue to apply and be effective between SWBT and CLEC. Nothing in this Section 4.2.1 is intended to imply that pursuit of resolution of disputes concerning a Party's clarifications or interpretations of the provisions of this Agreement, as provided in Sections 18.2 and 18.3, is a challenge to the lawfulness of this Agreement.
- *4.3 As to the provisions of this Agreement that are not Elected Provisions, this Agreement will become effective as of the Effective Date stated above, and will expire after a three (3) year initial term ("Term"), plus two one year extensions, unless written Notice of Non

Renewal and Request for Negotiation (Non Renewal Notice) is provided by either Party in accordance with the provisions of this Section. Any such Non Renewal Notice must be provided not later than 180 days before the day this Agreement would otherwise renew for an additional year. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. Not later than 135 days from the receipt of the Non Renewal Notice, both parties will commence negotiations.

- *4.4 As to the provisions of this Agreement that are not Elected Provisions, the same terms, conditions, and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this Section. The Parties agree to resolve any impasse by submission of the disputed matters to the State Commission for arbitration. Should the State Commission decline jurisdiction, the Parties will resort to a commercial provider of arbitration services.
- *4.5 As to the provisions of this Agreement that are not Elected Provisions, upon termination of this Agreement, CLEC's liability will be limited to payment of the amounts due for Network Elements, Combinations, Ancillary Functions and Resale Services provided up to and including the date of termination and thereafter as reasonably requested by CLEC to prevent service interruption, but not to exceed one hundred and thirty-five (135) days. The Network Elements, Combinations, Ancillary Functions and Resale services provided hereunder are vital to CLEC and must be continued without interruption. When CLEC provides or retains another vendor to provide such comparable Network Elements, Combinations, Ancillary Functions or Resale services, SWBT and CLEC agree to co-operate in an orderly and efficient transition to CLEC or another vendor. SWBT and CLEC further agree to coordinate the orderly transition to CLEC or another vendor such that the level and quality of the Network Elements, Combinations, Ancillary Functions and Resale Services is not degraded and each Party will exercise its best efforts to effect an orderly and efficient transition.

5.0 Assignment

- *5.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that SWBT may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of SWBT, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

- *5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 Confidentiality and Proprietary Information.

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section 6.
- 6.2 All information which is to be treated as Confidential Information under this Agreement shall:
- (a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and
 - (b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

- *6.3 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Attachments 5 and 10 concerning Recorded Usage Data, whether disclosed by CLEC to SWBT or otherwise acquired by SWBT in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.
- 6.4 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be

agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

- 6.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.6 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.7 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 6.8 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.
- 6.9 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

- 6.10 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.11 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability, Indemnification, Intellectual Property and Insurance

7.1 Limitation of Liabilities

- 7.1.1 [Applies only to Elected Provisions.] Except as specifically provided in Attachment 25 DSL-MO, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.6, following, and for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts due and owing to CLEC pursuant to Section 46 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to CLEC by SWBT under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.
- 7.1.2 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SWBT or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 7.1.3 Except as otherwise provided below or in specific appendices or attachments, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section

shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

7.1.4 SWBT shall not be liable to CLEC for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SWBT has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

7.1.5 In the event CLEC provides E911 Service to SWBT, CLEC shall not be liable to SWBT, its end Users or its E911 calling parties or any other parties or persons for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SWBT until service is restored.

7.2 No Consequential Damages

7.2.1 EXCEPT AS OTHERWISE PROVIDED IN ATTACHMENT 17 – PERFORMANCE MEASURES, NEITHER CLEC NOR SWBT WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SWBT OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR

WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

7.3 Obligation to Indemnify

7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnatee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.

*7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

7.3.2 Intellectual Property

*7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with SWBT's Missouri network and to unbundle and/or combine SWBT's network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

*7.3.3 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*. Absent any stay, reconsideration or appeal, such Order will become effective thirty (30) days following the future publication of such Order in the Federal Register. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments

with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

- *7.3.3.1 When the Order referenced in Section 7.3.3 (or any reconsideration or appeal therefrom) is effective, SWBT agrees to use its best efforts to obtain for CLEC, under *commercially reasonable terms*, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as SWBT.
- *7.3.3.2 SWBT shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by SWBT.
- *7.3.3.3 When the Order referenced in Section 7.3.3 (or any reconsideration or appeal therefrom) is effective, to the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, SWBT shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to SWBT under the vendor contract and the terms of the contract (excluding cost terms). SWBT shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- *7.3.4 SWBT hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any third party's) rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection or unbundling and/or combining of network elements (including combining with CLEC's network elements) in SWBT's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SWBT agrees in Section 7.3.3.1 to use its best efforts to obtain.
- *7.3.5 SWBT does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Damages for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's interconnection with SWBT's network and unbundling and/or combining SWBT's network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SWBT agrees in Section 7.3.3.1 to use its best efforts to obtain.

- *7.3.6 CLEC hereby agrees to release, indemnify and hold SWBT harmless from and against all Damages arising out of, caused by, or relating to any Claim that CLEC's interconnection with SWBT's network, or CLEC's use of SWBT's network elements, or unbundling and/or combining of SWBT's network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any third party Intellectual Property rights or constitutes a breach of contract rights of third parties.
- 7.3.7 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.
- 7.3.8 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SWBT.

7.4 Obligation to Defend; Notice; Cooperation

- 7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event

the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

7.5 OSHA Statement

- 7.5.1 CLEC, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result solely of CLEC's failure to comply with any of the foregoing. SWBT, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of SWBT's failure to comply with any of the foregoing.

7.6 OSS

- 7.6.1 CLEC shall be responsible for and indemnifies SWBT against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of SWBT's OSS by CLEC employees or persons using authorization granted to that person by CLEC to access SWBT's OSS and shall pay SWBT for any and all damages caused by such unauthorized entry, improper use or manipulation of SWBT's OSS.

7.7 Insurance

- 7.7.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

- 7.7.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

- 7.7.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves

collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

- 7.7.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 7.7.2 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under Section 9 of this Agreement.
- 7.7.3 The Parties agree that companies affording the insurance coverage required under Section 7.7.1 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 7.7.4 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 7.7.5 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 7.7.5.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 7.7.5.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 7.7.5.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 7.7.6 This Section 7.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

8.0 Payment of Rates and Charges; Deposits

- 8.1 Except as otherwise specifically provided elsewhere in this Agreement, including but not limited to Section 8.5, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the date of the invoice or within twenty (20) days of receipt of an invoice, whichever is later; provided, the paying Party shall advise the billing Party via fax or e-mail in the event the bill is received 10 or more days after the bill date. For the purposes of this Section 8.1, each Parties' respective billing contact information shall be as follows unless otherwise designated by the Party:

If to SWBT	If to CLEC
Contract Administration ATTN: Notices Manager 311 S. Akard, 9 th Floor Dallas, TX 75202	James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046 (301)361-4298 Jim.falvey@espire.net

- 8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then interest shall be assessed as follows in Sections 8.2.1 and 8.2.2, as applicable. No other late payment fee or charge applies to overdue amounts.
- 8.2.1 If any charge incurred under this Agreement is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system other than the SWBT Customer Records Information System (CRIS) shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the SWBT intrastate Texas access services Commission-approved tariff and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

- 8.2.2 If any charge incurred under this Agreement that is billed out of SWBT's CRIS is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to SWBT CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the SWBT Texas intrastate retail Commission-approved tariff governing Late Payment Charges to SWBT's retail end users that are business end users and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.
- 8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and SWBT shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or interest will apply as provided in Section 8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.
- 8.3.1 SWBT and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.
- 8.3.2 In the event CLEC receives multiple and/or other bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SWBT's bank account designated pursuant to Section 8.3 and CLEC will provide SWBT with a payment advice pursuant to Section 8.3.1.

8.4 Billing Disputes Related to Paid Amounts

8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:

8.4.1.1 within eleven months of CLEC's receipt of the bill in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

8.4.1.2 follow the dispute resolution procedures set forth in Section 9, below.

8.4.2 If a Billed Party brings a dispute pursuant to this Section 8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party (at the Billed Party's discretion), no later than the second bill date after the resolution of the dispute, for that portion of the paid Disputed Amounts resolved in favor of the Billed Party, including interest. Such interest shall be computed under Section 8.2 as if such portion of the paid Disputed Amount became past due from the Billing Party on the same date the Disputed Amount was paid by the Billed Party.

8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

8.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billing Party written notice of the amount disputed, specific details and reasons for disputing each item (including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pay to SWBT all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis.

8.5.2 [Intentionally left blank]

8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 8.7 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

- 8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;
- 8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and
- 8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.
- 8.5.3.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:
 - 8.5.3.5 The escrow account must be an interest bearing account;
 - 8.5.3.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.5.3.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;
 - 8.5.3.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 8.5.3.9 Disbursements from the escrow account shall be limited to those:
 - 8.5.3.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 8.5.3.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 9.5.1 or 9.6.1; or
 - 8.5.3.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 9.6.1.
- 8.5.4 Disputed Amounts in escrow shall be subject to interest as set forth in Sections 8.2.1 and 8.2.2, as applicable.
- 8.6 [Intentionally left blank]

- 8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.5, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and (ii) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.
- 8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 9.
- 8.9 If the Billed Party disputes in accordance with Section 8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;
- 8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and
- 8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to Section 8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.
- 8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be

owed to the Billing Party within the time specified in Section 8.9 shall be grounds for termination of this Agreement as specified in Section 10.1, following.

8.11 Deposits

- 8.11.1 The deposit requirements set forth in this Section 8 apply to SWBT's providing the Resale Services and Network Elements (exclusive of interconnection facilities) furnished under this Agreement. SWBT may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with SWBT, make a reasonable deposit to be held by SWBT as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 8.5 through 8.10.
- 8.11.2 If CLEC is required in accordance with this Section 8.11 to make a deposit payment and SWBT furnishes to CLEC both resale services and network elements under this Agreement, CLEC shall make two separate deposits where applicable, each calculated separately as set forth below.
- 8.11.3 Unless CLEC is not required to make a deposit payment as described in Section 8.11.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by SWBT. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Texas, the initial deposit shall be in the amount of \$17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Texas, the deposit shall be in the amount calculated using the method set forth in Section 8.11.7 of this Agreement. This cash deposit will be held by SWBT as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 8.11.1 above, SWBT shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 8.11.1 and Sections 8.11.4 through Section 8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.
- 8.11.4 So long as CLEC maintains timely compliance with its payment obligations, SWBT will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SWBT reserves the right to require additional deposit(s)

determined in accordance with Section 8.11.5 and Section 8.11.6 through Section 8.11.10 of this Agreement.

- 8.11.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date (30 days from the date of the invoice or 20 days from CLEC's receipt, whichever due date applies to the bill in question, pursuant to, Section 8.1, above) by SWBT, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 8.5, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.
- 8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by SWBT within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 8.5, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.
- 8.11.7 Whenever CLEC's deposit is re-evaluated as specified in Section 8.11.5 or Section 8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 8.11.5 and 8.11.6.
- 8.11.8 Whenever a deposit is re-evaluated as specified in Section 8.11.5 and Section 8.11.6, above, CLEC shall remit the additional deposit amount to SWBT within thirty (30) calendar days of receipt of written notification SWBT requiring such deposit.
- 8.11.9 The deposit requirements of this Section 8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SWBT. No interest shall be paid by SWBT for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

- 8.11.10 The fact that SWBT holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 8.11.11 Any cash deposit held by SWBT shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 8.11.11, interest will be applied from the date paid and calculated as defined in Sections 8.2.1 and 8.2.2 to CRIS and non-CRIS billed charges, as applicable, above, and shall be credited to CLEC's account on an annual basis.
- 8.11.12 Any cash deposit shall be held by SWBT as a guarantee of payment of charges billed to CLEC, provided, however, SWBT may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 8.11.12.1 when SWBT sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 8.5 as to any amount covered by the delinquency notice); or
 - 8.11.12.2 when SWBT suspends CLEC's ability to process orders in accordance with Section 10.1.2; or
 - 8.11.12.3 when CLEC files for protection under the bankruptcy laws; or
 - 8.11.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by SWBT);
 - 8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SWBT shall credit any cash deposit to CLEC's account so long as SWBT has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or
 - 8.11.12.7 upon mutual agreement of the Parties.

8.11.13 For the purposes of this Section 8.11.13, interest will be calculated as specified in Section 8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

9.0 Dispute Resolution

9.1 Finality of Disputes

9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 8.5.1, above), no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

9.1.2 Pending the resolution of any dispute raised in accordance with Section 9 of this Agreement, whether by settlement or by final and nonappealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party.

9.2 Alternative to Litigation

9.2.1 Dispute resolution under the procedures provided in this Section 9 shall be the preferred, but not the exclusive, remedy for all disputes between SWBT and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent

jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

9.3 Informal Resolution of Disputes

9.3.1 Upon receipt by one Party of written notice of a dispute, including billing disputes, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 9.3.

9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 9 within 10 business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 10.

9.4 If a bill closure process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

9.5 Formal Resolution of Disputes

9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification,

renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6.

9.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

9.5.3.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

9.5.3.2 Actions to compel compliance with the Dispute Resolution process.

9.5.3.3 All claims arising under federal or state statute(s), including antitrust claims

9.6 Commercial Arbitration

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

10.0 Non-payment and Procedures for Disconnection

10.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due and payable as provided except that:

- (a) A Party may only terminate this Agreement and/or disconnect interconnection with the other Party's network upon obtaining an order from a governmental, administrative, or regulatory body or a court of competent jurisdiction approving such termination and/or disconnection;
- (b) Notwithstanding Section 10.1 (a), above, in the event of CLEC's refusal or failure to pay all or any portion of any amount required to be paid for Resale and/or UNE services as and when due and payable as provided in this Agreement, SWBT may cease providing and may disconnect such services only in accordance with the processes set forth below.

10.1.1 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SWBT as and when due and payable and has not presented a dispute under Section 8.5 of this Agreement, the applicable procedures for notice and disconnection as set forth in Sections 10.3 through 10.11 below shall apply.

10.1.2 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SWBT as and when due and payable and has presented a dispute as to those amounts (the "Previously Disputed Amounts") under Section 8.5 of this Agreement, but has not requested Formal Dispute Resolution under Section 9.5, above, within the later of 90 days of the date of the letter initiating informal dispute resolution under Section 9.3.1 or within 10 business days of receipt of notice under Section 9.3.3, then SWBT shall notify CLEC and the Commission that unless the Previously Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of CLEC's Resale end users that will be affected by such disconnection shall be caused to be defaulted to SWBT local service. On the same day it sends the notice letter required by this Section 10.1.2, SWBT will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. Furthermore, the provisions of Sections 10.5 through 10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

- (i) In Section 10.5, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "thirty-two (32) days past the expiration of the 90-day period;"

(ii) In Section 10.6, the phrase “forty-five (45) calendar days past the due date of such Unpaid Charges” shall be modified to read “thirty-seven (37) days past the expiration of the 90-day period;”

(iii) In Section 10.7, the parenthetical “(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)” shall be deleted;

(iv) In Section 10.8, the parenthetical “(eighty (80) calendar days past the due date for CLEC’s undisputed Unpaid Charges)” shall be deleted.

(v) Further, Sections 10.5 through 10.11 shall be modified to read “Previously Disputed Amounts” where the phrase “Unpaid Charges” is found.

10.1.3 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SWBT as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 9.5 or 9.6 above, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, SWBT shall notify CLEC and the Commission that unless the amounts required to be paid to SWBT following the conclusion of the Formal Dispute Resolution process (“FDR Amounts”) are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of CLEC’s Resale end users that will be affected by such disconnection shall be caused to be defaulted to SWBT local service. On the same day it sends the notice letter required by this Section 10.1.3, SWBT will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. For purposes of this Section 10.1.3, “conclusion” of the Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 9.5 or 9.6 above shall occur on the day any ruling, order or award in that process becomes final and nonappealable. Furthermore, the provisions of Sections 10.5 through 10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In Section 10.5, the phrase “forty (40) calendar days past the due date of the undisputed Unpaid Charges” shall be modified to read “thirty-two (32) days past the conclusion of the Formal Dispute Resolution process;”

(ii) In Section 10.6, the phrase “forty-five (45) calendar days past the due date of such Unpaid Charges” shall be modified to read “thirty-seven (37) days past the conclusion of the Formal Dispute Resolution process;”

(iii) In Section 10.7, the parenthetical “(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)” shall be deleted;

(iv) In Section 10.8, the parenthetical "(eighty (80) calendar days past the due date for CLEC's undisputed Unpaid Charges)" shall be deleted.

(v) Further, Sections 10.5 through 10.11 shall be modified to read "FDR Amounts" wherever the phrase "Unpaid Charges" is found.

- 10.2 Pending the resolution of any dispute raised in accordance with Section 9 of this Agreement, whether by settlement or by final and nonappealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this Section 10, unless otherwise directed by the other Party.
- 10.3 If CLEC fails to pay when due, any and all charges, including any applicable interest, that are billed to CLEC for resale services and network elements furnished under this Agreement and are not disputed under Section 8.5, above ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, SWBT shall provide written notification to CLEC's billing department (with a copy to the address for CLEC pursuant to Section 11 below) that in order to avoid having service disconnected, CLEC must remit all such Unpaid Charges to SWBT. With respect to resale services and network elements, SWBT will notify CLEC that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from the date CLEC's billing department receives SWBT's notice, except as otherwise provided in Sections 8.5 through 8.10, governing bona fide billing disputes. No payment made by CLEC following notice by SWBT as provided in this Section shall prejudice or otherwise adversely affect CLEC's right to dispute the Unpaid Charges, once paid, pursuant to Section 8.4, above. For the purposes of this Section 10.3, SWBT may give notice to CLEC billing department as follows, unless CLEC notifies SWBT otherwise:

James C. Falvey
Senior VP of Regulatory Affairs
7125 Columbia Gateway Drive
Columbia, MD 21046
301-361-7654 (FAX) 301-361-4298 (voice contact)

- 10.4 If any Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such Unpaid Charges, SWBT shall notify CLEC and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. This notice shall further specify that for any of CLEC's Resale end

Users whose local service will be so disconnected, SWBT shall cause such Resale end Users to be defaulted to SWBT local service. On the same day that it sends the letter required by this sub-Section 10.4, SWBT will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

- 10.5 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, CLEC shall, at its sole expense, notify its end users and the Commission that the end users' service will be disconnected due to CLEC's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date. This notice shall also advise CLEC's Resale end users that SWBT may assume the end user's account at the end of the five (5) calendar day period should the end user fail to select a new Local Service Provider in the interim
- 10.6 If any undisputed Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, SWBT shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. On the same date that such resale services are disconnected, SWBT shall cause Resale end users of the services disconnected in accordance with this Section who have not selected another local service provider to be transferred directly to SWBT's local service. To the extent available at retail from SWBT, the Resale end users transferred to SWBT's local service shall receive the same services provided through CLEC immediately prior to the time of transfer. SWBT shall inform the Commission of the names of all Resale end users transferred through this process. Applicable conversion charges and service establishment charges for transferring Resale end users from CLEC to SWBT as specified in this Section 10.6 shall be billed to, and paid by, CLEC.
- 10.7 Within five (5) calendar days after the transfer (fifty (50) calendar days past the due date for such undisputed Unpaid Charges), SWBT shall notify all transferred Resale end users that because of CLEC's failure to pay SWBT, their local service is now being provided by SWBT. SWBT shall also notify each transferred Resale end user that the Resale end user has thirty (30) calendar days to select a new Local Service Provider.
- 10.8 If any Resale end user transferred to SWBT's local service pursuant to Section 10.6 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SWBT's local service (eighty (80) calendar days past the due date for CLEC's undisputed Unpaid Charges), SWBT shall terminate that Resale end user's service. SWBT shall notify the Commission of the names of all such end users whose service has been terminated pursuant to this Section 10.8. The transferred Resale end user shall be responsible for any and all charges incurred during the selection period.

- 10.9 SWBT may discontinue service to CLEC as provided in Section 10.6 of this Agreement only after SWBT has sent all notices it is required to send as provided in Sections 9 and 10, and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.
- 10.10 Nothing in this Agreement shall be interpreted to obligate SWBT to continue to provide service to any transferred end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT has with regard to such end users.
- 10.11 Once all notices SWBT is required to send under Sections 9 and 10 have been sent, SWBT shall not be required to accept any order (other than a disconnect order) relating to resale services or network elements from CLEC until (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid; and (ii) CLEC has furnished SWBT a deposit calculated pursuant to the terms and conditions of Section 8.11 of this Agreement.

11.0 Notices

- 11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

11.2 If to CLEC:

Xspedius Management Co. Switched Services, L.L.C.
Xspedius Management Co. of Kansas City, L.L.C.
Attn: James C. Falvey
Senior VP Of Regulatory Affairs
7125 Columbia Gateway Drive
Columbia, MD 21046
301-361-7654 (FAX); 301-361-4298 (voice contact)

11.3 If to SWBT:

Contract Management
Attn: Notices Manager
Four SBC Plaza, 9th Flr
311 S. Akard St.
Dallas, TX 75202-5398

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

12.0 Taxes

- 12.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.
- 12.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law and tariffs to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:
- 12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 2.3 of Attachment 28, Comprehensive Billing Attachment.

- 12.2.3 Notwithstanding Section 12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.
- 12.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law as reflected in appropriate tariff(s) on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 12.2 above and all subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 12.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to

any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- 12.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law as reflected in appropriate tariff(s) excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 12.8 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and as reflected in appropriate tariff(s) and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12 shall be sent in accordance with Section 11 hereof.

13.0 Force Majeure

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or

safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

16.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

16.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

16.3 Law Enforcement Emergencies

16.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

17.0 Changes in Subscriber Carrier Selection

17.1 With respect to Resale services and unbundled Network Elements provided to end users, 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 Network Elements) and must retain such authorizations for twelve (12) months. The authorization must conform with federal rules regarding changes of presubscribed interexchange carriers until such time as there are federal or state rules applicable to changes of local exchange service providers. Thereafter, the authorization must comply with each such rule. The Party submitting the change request assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996.

- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. In connection with such challenges each Party will follow procedures which conform with federal rules regarding challenges to changes of presubscribed interexchange carriers until such time as there are federal or state rules applicable to challenges to changes of Local Exchange Service Providers. Thereafter, the procedures each Party will follow concerning challenges to changes of local exchange service providers will comply with such rule. If an end user notified SWBT or CLEC that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT 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. CLEC shall make authorization available to SWBT upon request and at no charge.
- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customer's directions, or the directions of the end user's agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 17.4 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. If SWBT, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, SWBT shall charge CLEC a cost-based or mutually agreed investigation fee.

18.0 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.
- 18.2 [Applies only to Elected Provisions.] Pursuant to Attachment 6, Section 14.8, and for the time periods specified in Attachment 6, Section 14, SWBT expressly waives its right to assert that it need not provide pursuant to the "necessary and impair" standard of FTA Section 251(d)(2) a network element set forth in Attachment 6, Unbundled Network Elements, Sections 3-11 and/or its rights with regard to the combination of any such network elements that are not already assembled pursuant to the provisions in Attachment 6, Section 14. By entering into this Agreement to obtain the benefits set forth herein in whole or in part, SWBT expressly waives its right to challenge the terms of this

Agreement in any judicial, dispute resolution or regulatory proceeding, except that SWBT expressly reserves the right to seek clarification or interpretation of the terms of this Agreement through the dispute resolution process established by the Commission or challenge in any judicial, dispute resolution or regulatory proceeding the interpretation of this agreement or any agreement containing the same or substantively similar language to this Agreement; such right to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When any final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal except those relating to the prices and other terms and conditions at issue in SWBT vs. Missouri Public Service Commission, et al., Case Nos. 99-3833 and 99-3908 in the United States Court of Appeals for the 8th Circuit. Any dispute between the Parties regarding the manner in which this Agreement should be modified to reflect the affect of the appellate court decision shall be resolved by the Commission. SWBT also expressly reserves the right to contest any order or decision requiring the payment of reciprocal compensation for ISP traffic, including the right to seek refunds or to implement an alternate approach to such reciprocal compensation pursuant to regulatory or judicial approval. Except as provided in this Section, SWBT reserves the right to pursue pending appeals and to appeal any other state or federal regulatory decision, but, absent a stay or reversal, will comply with any such final decision. Nothing in this Agreement limits SWBT's right or ability to participate in any proceedings regarding the proper interpretation and/or application of the FTA.

- 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.

18.3 [Applies only to the Elected Provisions.] By entering into this Agreement to obtain the benefits set forth herein in whole or in part, CLEC expressly waives its right to challenge the terms of this Agreement in any judicial, dispute resolution or regulatory proceeding, except that CLEC expressly reserves the right to seek clarification or interpretation of the terms of this Agreement through the dispute resolution process established by the Commission or challenge in any judicial, dispute resolution or regulatory proceeding the interpretation of this agreement or any agreement containing the same or substantially similar language to this agreement; such right to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When a final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal. Any dispute between the Parties regarding the manner in which this Agreement should be modified to reflect the effect of the appellate court decision shall be resolved by the Commission. CLEC expressly reserves the right to contest any order or decision requiring the payment of reciprocal compensation for ISP traffic, including the right to seek refunds or to implement an alternate approach to such reciprocal compensation pursuant to regulatory or judicial approval. Except as provided in this Section, CLEC reserves the right to pursue pending appeals and to appeal any other state or federal regulatory decision, but, absent a stay or reversal, will comply with any such final decision. Nothing in this Agreement limits CLEC's right or ability to participate in any proceedings regarding the proper interpretation and/or application of the FTA.

19.0 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.

20.0 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.

20.2 Intentionally left blank.

20.2.1 Intentionally left blank.

20.3 Nothing in this Agreement shall be interpreted to waive either Party's rights, remedies or arguments challenging or promoting the use of "type 92" or "category 92" records or to prejudice either Party from raising such rights, remedies or arguments in any proceeding challenging or promoting "type 92" or "category 92" records or their use and seeking to have the same preserved, modified, eliminated or replaced. Provided, nothing herein shall serve to expand or improve either Party's position in such a proceeding to the extent the Party's position has not been advanced or is otherwise prejudiced or barred. Should any such proceeding result in a final, nonappealable order requiring modification of the terms and conditions of this Agreement relative to "type 92" or "category 92" records or their use and such order not be stayed, the Parties shall negotiate terms and conditions to amend this Agreement accordingly, and shall negotiate an orderly transition plan to effectuate any necessary changes.

21.0 Consent

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

22.0 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.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

29.0 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, provided, however, that nothing herein shall be deemed to preclude either Party from engaging in lawful comparative advertising.

30.0 Regulatory Authority

30.1 SWBT 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. CLEC 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 CLEC Customers contemplated by this Agreement. CLEC will

reasonably cooperate with SWBT in obtaining and maintaining any required approvals for which SWBT is responsible, and SWBT will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

- 30.2 SWBT will not, of its own volition, file a tariff or make another similar filing which supersedes this Agreement in whole or in part. SWBT will make no filings which are inconsistent with this commitment. This Section is not intended to apply to any SWBT tariffs or filings which do not affect CLEC's rights or SWBT's obligations to CLEC under this Agreement. This Section does not impair SWBT's right to file tariffs nor does it impair SWBT'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 SWBT provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair CLEC's right to contest such tariffs before the appropriate Commission.
- 30.3 SWBT will provide CLEC notice of any tariff or filing which concerns the subject matter of this Agreement at the time a Preliminary Rate Authority (PRA) is transmitted to the state commission, or, in situations where a PRA would not be issued, within ninety (90) days (forty five (45) days for price changes) of the expected effective date of the tariff or filing.
- 30.4 In the event that SWBT is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, SWBT will provide CLEC notice of the same as set forth in Section 30.3 above.
- 30.5 If any tariff referred to in Section 30.4 becomes ineffective by operation of law, through deregulation or otherwise, the terms and conditions of such tariffs, as of the date on which the tariffs became ineffective, will be deemed incorporated if not inconsistent with this Agreement.
- 31.0 Commission Interpretation of Same or Substantively Similar Language**
- *31.1 As to the Elected Provisions, any ruling by the Commission interpreting the same or substantively similar language in another interconnection agreement is applicable to the same or substantively similar language in this Agreement.

32.0 Verification Reviews

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. 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 Each Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other 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. 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 such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the 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 previous audit 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 CLEC 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.
- 32.6 Upon (i) the discovery by either Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the affected Party will promptly reimburse the other Party the amount of any overpayment itself, plus any applicable interest, calculated in accordance with the methods stated in Section 8.2 above. In no event, however, will interest be assessed on any previously assessed or accrued late payment charges.
- 32.7 CLEC may require that, at the end of the first year of implementation of this Agreement, SWBT submit to an audit or examination of services performed under the interconnection agreement. Subsequent to the first year of implementation, CLEC may require that audits or examinations be performed if: (1) CLEC can show cause that it has a commercially reasonable basis to seek an audit or examination; and (2) the request for audit or

examination specifically defines the particular services that it seeks to audit or examine. All audits requested by CLEC under this Section shall be conducted at its expense. The dispute resolution provisions of Section 9 of this Agreement shall be used to resolve disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.

- 32.8 This Section 32 also applies to the audit of 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: Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. 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 a subsequent audit which is to happen within nine (9) months of the initial audit.
- 32.9 Information obtained or received by CLEC in conducting the inspections described in Section 32.7 and information obtained or received by either Party in connection with Sections 32.1 through 32.6 and 32.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

33.0 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.

34.0 Cooperation on Preventing End User Fraud

- 34.1 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.
- 34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above Section 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.

35.0 Notice of Network Changes/Notification of Other Information

35.1 SWBT agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SWBT'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 SWBT'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 SWBT's obligations to CLEC under the terms of this Agreement.

*35.2 SWBT 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 changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

*35.3 In SWBT, CLEC may elect in writing to receive Accessible Letter notification via electronic mail ("e-mail") distribution, either in lieu of or in addition to United States Postal Service (postage prepaid) distribution.

*35.4 In SWBT, CLEC may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but CLEC is limited to designating a maximum of four (4) recipients (in addition to the CLEC contact designated in Section 11) for Accessible Letter notification via United States Postal Service (postage prepaid).

*35.5 In SWBT, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable SWBT's CLEC Handbook website) to the individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 11.2) to whom CLEC requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC 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 SWBT.

35.6 SBC-SWBT only:

In addition to the other provisions and requirements in this Agreement, SWBT shall provide a toll free facsimile number to CLEC for the submission of requests for Resale

Services and Network Elements under this Agreement; CLEC shall provide SWBT with a toll free facsimile number for notices from SWBT relating to requests for Resale Services and Network Elements under this Agreement.

36.0 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.

37.0 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 therefrom 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.

38.0 This Section has been intentionally omitted.

39.0 Governmental Compliance

- 39.1 CLEC and SWBT 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. CLEC and SWBT 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. SWBT, 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 SWBT to provide the Network Elements and Resale services pursuant to this Agreement.

40.0 Responsibility for Environmental Contamination

- 40.1 Disclosure of Potential Hazards: When and if CLEC notifies SWBT that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SWBT building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SWBT shall timely notify CLEC of any Environmental Hazard at that Work Location of which SWBT has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC 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 SWBT; 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 SWBT, CLEC 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. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SWBT's business operations after consultation with SWBT, and shall return SWBT'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 CLEC'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 CLEC rather than SWBT 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 CLEC shall indemnify, on request defend, and hold harmless SWBT 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 CLEC, or by any person acting on CLEC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC'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 CLEC or its contractors or agents.
- 40.4.3 SWBT shall indemnify, on request defend, and hold harmless CLEC 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 SWBT or by any person acting on SWBT's behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SWBT or by any person acting on SWBT'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 SWBT or its contractors or agents.

41.0 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.

42.0 Referenced Documents

- 42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SWBT Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, SWBT Practice, or publication of industry standards.

43.0 Severability

- 43.1 Except as otherwise specifically provided in Sections 4.2.1, 18.1, 18.2 and 18.3 of the General Terms & Conditions (those Sections being applicable only to the Elected Provisions), 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.

44.0 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.

45.0 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, MO and waive any and all objections to a Missouri venue.

46.0 Performance Criteria

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

47.0 Other Obligations of CLEC

- 47.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN).

48.0 Dialing Parity

- 48.1 SWBT will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SWBT services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated SWBT 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 CLEC Customer is at least equal in quality to that experienced by a similarly-situated SWBT customer; and (iii) the CLEC Customer may retain its local telephone number.

49.0 Branding

- 49.1 Specific provisions concerning the branding of services provided to CLEC by SWBT under this Agreement are contained in the following Attachments and Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; and Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provisioning-Unbundled Network Elements; Attachment 8: Maintenance-Unbundled Network Elements.

50.0 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.

51.0 Disclaimer of Warranties

- 51.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

52.0 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.

53.0 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.

54.0 Resale

- 54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SWBT currently provides or hereafter offers to any customer in the geographic area where SWBT is the incumbent LEC will be made available to CLEC by SWBT 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, and other applicable Attachments.

55.0 Unbundled Network Elements

- 55.1 At the request of CLEC and pursuant to the requirements of the Act, SWBT will offer in the geographic area where SWBT is the incumbent LEC Network Elements to CLEC 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, and other applicable Attachments.

56.0 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data

- 56.1 In connection with its Resale of services to CLEC, SWBT agrees to provide to CLEC 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 CLEC, SWBT agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments OSS and Billing, respectively.
- 56.3 The Parties' reservations of rights relative to "type 92" or "category 92" records is at Section 20.3 above.

57.0 Network Interconnection Architecture

- 57.1 Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties agree to utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. SWBT expressly recognizes that

this provision and said Attachment are in no way intended to impair in any way CLEC's right to interconnect with unbundled Network Elements furnished by SWBT at any technically feasible point within SWBT's network, as provided in the Act.

58.0 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: Compensation.

59.0 Ancillary Functions

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

60.0 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. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings 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 below. 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.

61.0 General Terms And Conditions Applicable To Attachment 12: Compensation - MO (M2A) (Including Associated Pricing) And Attachment 26: Legitimately Related Provisions - MO (M2A)

- 61.1 The following terms and conditions are legitimately related to Attachment 12: Compensation - MO (M2A) and Appendices, Attachment 26: Legitimately

Related Provisions - MO (M2A) and Appendix Pricing (but with respect to the Appendix Pricing, such terms and condition shall only be legitimately related to the reciprocal compensation rates from the M2A). Such legitimately related terms and conditions shall only apply to Attachment 12: Compensation - MO (M2A) and Appendices, Attachment 26: Legitimately Related Provisions - MO (M2A) and Appendix Pricing (but only as to reciprocal compensation rates incorporated from the M2A, under which CLEC exercised its rights pursuant to Attachment 26: Legitimately Related Provisions, to sectionally adopt the above-referenced Attachments from the M2A.

- 61.2 In the event that any of the legitimately related terms and conditions set forth below conflict with any of the other General Terms and Conditions in this Agreement, the legitimately related terms and conditions set forth below shall control and shall supersede any conflicting terms, but only with respect to Attachment 12: Compensation - MO (M2A) and Appendices, Attachment 26: Legitimately Related Provisions - MO (M2A), and Appendix Pricing (but only as to the reciprocal compensation rates incorporated from the M2A).
- 2.1 Any CLEC that wants to accept this entire Agreement (after the Missouri Public Service Commission has issued an order finding that this Agreement satisfies the competitive checklist under 47 U. S. C. Section 271(c) and supporting SWBT's application for in-region intraLATA relief for the State of Missouri), shall notify SWBT in writing. Within 5 business days of such notification, SWBT shall present the CLEC with a signed Interconnection Agreement substantively identical to this Agreement. Within 5 business days of receipt of the SWBT signed Interconnection Agreement, the CLEC shall sign the Interconnection Agreement and file it with this Commission. The signed Interconnection Agreement between SWBT and the CLEC shall become effective by operation of law immediately upon filing with the Commission (the "Effective Date").
- 4.1 This Agreement will become effective as of the Effective Date stated above, and will expire March 6, 2002, unless the Federal Communications Commission (FCC) approves SWBT's application to provide in-region interLATA service in Missouri under 47 U.S.C. § 271 by June 29, 2001, in which event the terms of this Agreement will automatically be extended until March 6, 2005. In the event the FCC approves SWBT's application to provide in-region interLATA service in Missouri under 47 U.S.C. § 271 after June 29, 2001, but prior to March 6, 2002, SWBT shall have the

option of extending the Agreement until March 6, 2005. In such event, SWBT will provide notice to the Commission and to CLEC, within five business days of FCC approval, of its agreement to extend the Agreement until March 6, 2005. If either party desires to negotiate a successor agreement to this Agreement, such party must provide the other party with a written request to negotiate such successor agreement (Request to Negotiate) not later than 180 days prior to the expiration of this Agreement. A Request to Negotiate does not activate the negotiation timeframe set forth in this Agreement, nor does it shorten the life of this Agreement. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said Notice to Negotiate, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If the FCC approves SWBT's application to provide in-region interLATA service in Missouri after June 29, 2001 and SWBT provides notice of its agreement under this Section to extend the Agreement until March 6, 2005 CLEC may withdraw its Request to Negotiate.

- 4.1.1 This Agreement will not go into effect until the Missouri Public Service Commission has issued an Order finding that this Agreement satisfies the competitive checklist under 47 U.S.C. Section 271(c) and supporting SWBT's application for in-region interLATA relief for the State of Missouri. SWBT's offering of this Agreement and all sections, attachments and offerings therein are expressly conditioned upon the Missouri Public Service Commission's support for SWBT's application for in-region interLATA relief for the State of Missouri. If the Missouri Public Service Commission does not support SWBT's application for in-region interLATA relief for the State of Missouri, then SWBT's offering of this Agreement and all sections, attachments and offerings therein is immediately withdrawn and this Agreement will not go into effect.
- 4.1.2 Should CLEC opt to incorporate any provision of another interconnection agreement into this Agreement pursuant to Section 252(i) of the Act, such incorporated provision shall expire on the date it would have expired under the interconnection agreement from which it was taken. Should CLEC opt to incorporate any provision of this Agreement into another interconnection agreement pursuant to Section 252(i) of the Act, the provision from this Agreement shall expire on the date provided in Section 4.1 above and shall not control the expiration date of the provisions of the other interconnection agreement.

- 4.2 If either party has served a Notice to Negotiate pursuant to paragraph 4.1 above then, notwithstanding the expiration of the Agreement in accordance with paragraph 4.1 above, the terms, conditions, and prices of this Agreement will remain in effect for a maximum of 135 days after expiration of the Agreement for completion of said negotiations and any necessary arbitration. The Parties agree to resolve any impasse by submission of the disputed matters to the Missouri PSC for arbitration. Should the Missouri PSC decline jurisdiction, the Parties will resort to a commercial provider of arbitration services.
- 4.2.1 Pursuant to Sections 18.2 and 18.3, SWBT and CLEC agree not to challenge the lawfulness of any provision of this Agreement. In the event that one of the Parties to this Agreement nonetheless challenges the lawfulness of any provision of this Agreement in a judicial, dispute resolution, or regulatory proceeding, then the other Party, at its option, may terminate this Agreement immediately. In such event, the Parties shall have a period not to exceed 135 days in which to negotiate, and 135 additional days to arbitrate any disputes for, a replacement interconnection agreement. However, should a non-party successfully challenge the lawfulness of any provision of this Agreement, SWBT and CLEC agree that, despite such challenge, the terms and conditions of this Agreement will continue to apply and be effective between SWBT and CLEC. Nothing in this Section 4.2.1 is intended to imply that pursuit of resolution of disputes concerning a Party's clarifications or interpretations of the provisions of this Agreement, as provided in Sections 18.2 and 18.3, is a challenge to the lawfulness of this Agreement.
- 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.
- 18.2 Pursuant to Attachment 6, Section 14.8, and for the time periods specified in Attachment 6, Section 14, SWBT expressly waives its right to assert that it need not provide pursuant to the "necessary and impair" standard of FTA Section 251(d)(2) a network element set forth in Attachment 6, Unbundled Network Elements, Sections 3-11 and/or its rights with regard to the combination of any such network elements that are not already assembled pursuant to the provisions in Attachment 6, Section 14. By entering into this Agreement to obtain the benefits set forth herein in

whole or in part, SWBT expressly waives its right to challenge the terms of this Agreement in any judicial, dispute resolution or regulatory proceeding, except that SWBT expressly reserves the right to seek clarification or interpretation of the terms of this Agreement through the dispute resolution process established by the Commission or challenge in any judicial, dispute resolution or regulatory proceeding the interpretation of this agreement or any agreement containing the same or substantively similar language to this Agreement; such right to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When any final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal except those relating to the prices and other terms and conditions at issue in SWBT vs. Missouri Public Service Commission, et al., Case Nos. 99-3833 and 99-3908 in the United States Court of Appeals for the 8th Circuit. Any dispute between the Parties regarding the manner in which this Agreement should be modified to reflect the affect of the appellate court decision shall be resolved by the Commission. SWBT also expressly reserves the right to contest any order or decision requiring the payment of reciprocal compensation for ISP traffic, including the right to seek refunds or to implement an alternate approach to such reciprocal compensation pursuant to regulatory or judicial approval. Except as provided in this section, SWBT reserves the right to pursue pending appeals and to appeal any other state or federal regulatory decision, but, absent a stay or reversal, will comply with any such final decision. Nothing in this Agreement limits SWBT's right or ability to participate in any proceedings regarding the proper interpretation and/or application of the FTA.

- 18.3 By entering into this Agreement to obtain the benefits set forth herein in whole or in part, CLEC expressly waives its right to challenge the terms of this Agreement in any judicial, dispute resolution or regulatory proceeding, except that CLEC expressly reserves the right to seek clarification or interpretation of the terms of this Agreement through the dispute resolution process established by the Commission or challenge in any judicial, dispute resolution or regulatory proceeding the interpretation of this agreement or any agreement containing the same or substantially similar language to this agreement; such right to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When a final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal. Any dispute between the Parties

regarding the manner in which this Agreement should be modified to reflect the effect of the appellate court decision shall be resolved by the Commission. CLEC expressly reserves the right to contest any order or decision requiring the payment of reciprocal compensation for ISP traffic, including the right to seek refunds or to implement an alternate approach to such reciprocal compensation pursuant to regulatory or judicial approval. Except as provided in this section, CLEC reserves the right to pursue pending appeals and to appeal any other state or federal regulatory decision, but, absent a stay or reversal, will comply with any such final decision. Nothing in this Agreement limits CLEC's right or ability to participate in any proceedings regarding the proper interpretation and/or application of the FTA.

- 31.1 Any ruling by the Commission interpreting the same or substantively similar language in another Interconnection Agreement is applicable to the same or substantively similar language in this Agreement.
- 43.1 Except as otherwise specifically provided in Sections 4.2.1, 18.1, 18.2 and 18.3 of the General Terms & Conditions, 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.

Resale

Attachment 1: Resale

Appendix Services/Pricing

Exhibit A: SWBT's Telecommunications Services Available for Resale

Exhibit B: SWBT's Other Services Available for Resale

Appendix Customized Routing-Resale

Appendix DA-Resale

Appendix OS-Resale

Appendix White Pages (WP)-Resale

Attachment 2: Ordering and Provisioning-Resale
Attachment 3: Maintenance-Resale
Attachment 4: Connectivity Billing-Resale
Attachment 5: Provision of Customer Usage Data-Resale

Unbundled Network Elements

Attachment 6: Unbundled Network Elements (UNE)
 Appendix Pricing – UNE
 Appendix Pricing – UNE: Exhibit 1
 *Appendix Pricing – UNE Schedule of Prices
Attachment 7: Ordering and Provisioning – UNE
 Exhibit A-Electronic Ordering and Provisioning-UNE
Attachment 8: Maintenance-UNE
Attachment 9: Billing-Other
Attachment 10: Provision of Customer Usage Data-UNE

Network Interconnection Architecture and Compensation

Attachment 11: Network Interconnection Architecture (Parts A – G)
 Appendix Inward
Attachment 12: Compensation

Ancillary Functions

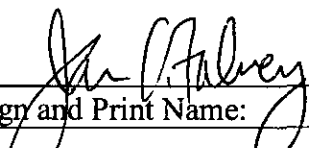
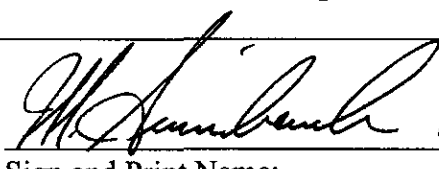
Attachment 13: Ancillary Functions
 Appendix Physical Collocation
 Appendix Virtual Collocation
 Appendix Poles, Conduit, ROW

Other Requirements

Attachment 14: Location Routing Number - PNP
Attachment 15: E911
Attachment 16: Network Security and Law Enforcement
Attachment 17: Performance Remedy Plan
 Appendix 1 Performance Measures Subject to Tier-1 and Tier-2 Damages Identified
 as High, Medium and Low
 Appendix 2 Measurements Subject to Per Occurrence Damages or Assessment with
 a Cap and Measurements Subject to Per Measure Damages or Assessment
 Appendix 3 Performance Measurement Business Rules (Version 1.7)
Attachment 18: Mutual Exchange of Directory Listing Information
Attachment 19: White Pages-Other (WP-O)
Attachment 20: Clearinghouse
Attachment 21: Numbering
Attachment 22: DA-Facilities Based
Attachment 23: OS-Facilities Based

Attachment 24: Recording-Facilities Based
Attachment 25: xDSL
Appendix HFPL
Attachment 26: Legitimately Related Provisions

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

Xspedius Management Co. Switched Services, L.L.C. Xspedius Management Co. of Kansas City, L.L.C.	SBC Telecommunications Inc. for Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company
 10/17/02 Sign and Print Name: _____ Date _____	 10/28/02 Sign and Print Name: _____ Date _____
James C. Falvey SVP- Regulatory Affairs Position/Title _____	for President- Industry Markets Position/Title _____

ATTACHMENT 1: RESALE

All services made available to CLEC by SWBT 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, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SWBT 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 CLEC by SWBT in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
- 1.2 SWBT 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.
- 1.3 SWBT will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Exhibit Services and Pricing to Appendix Services/Pricing of this Attachment at the wholesale discount rates shown therein. Except as otherwise expressed herein, SWBT also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SWBT and not listed in Exhibit Services and Pricing.
- 1.4 SWBT will make available to CLEC for resale SWBT's Bill Plus and Consolidated Billing service at a discount of five percent (5%) off of SWBT's tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SWBT charges its subscribers).
- 1.5 SWBT will make available to CLEC for resale the following SWBT services at SWBT's tariffed rate for each service (or in the event a service is not tariffed, at the rate SWBT charges its subscribers, except as otherwise provided herein):
 - Construction Charges
 - Distance Learning
 - Connections with Terminal Equipment and Communications Systems
 - Maintenance of Service Charges
 - Suspension Services
 - Telecommunications Service Priority Systems
 - Access Services

- Wireless Carrier Interconnection Services
 - Exchange Interconnection Services
 - Shared Tenant Service
- 1.5.1 Suspension of Service discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.6 The following services are not being made available by SWBT to CLEC for resale.
- BDS/LAN
 - Customer Provided Equipment
 - Customized Billing Reports
 - Inline® Products
 - Inside Wiring
 - Semi-Public Telephone Booths and Enclosures
 - 911 Universal Emergency Number Equipment
- 1.7 Telecommunications Services will be resold by SWBT to CLEC on terms and conditions that are reasonable and nondiscriminatory.
- 1.8 Directory Assistance and Operator Services
- Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.
- 1.9 Directory Listings Requirements
- Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.
- 1.10 Unless otherwise provided in this Agreement, SWBT will perform all of its obligations hereunder throughout the entire service area where SWBT is the incumbent local exchange carrier. SWBT will provide the services covered by this Attachment subject to the availability of facilities in this state.
- 1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SWBT.
- 1.12 The Parties will maintain restrictions on aggregation of toll service for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.

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

2.0 Branding

- 2.1 CLEC is free to brand the Resale services that SWBT provides to CLEC under the provisions of this Agreement. SWBT will not brand such Resale services provided to CLEC under this Agreement as being SWBT's services, although certain SWBT retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
 - 2.1.1 SWBT offers certain retail services that utilize electronic branding to designate the services as SWBT retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SWBT to rebrand such services as CLEC services or to offer them without a brand. SWBT will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SWBT 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 CLEC's needs. CLEC 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 SWBT as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SWBT agrees to reimburse CLEC for a reasonable portion of its costs.
- 2.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SWBT personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of CLEC.
- 2.3 Branding provisions concerning SWBT's furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement.
- 2.4 CLEC will not, without SWBT'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 SWBT or its affiliates.

3.0 Primary Local Exchange Carrier Selection Charge**Change of Local Service Provider**

- 3.1 With respect to the procedures to be used to change a local exchange service customer from SWBT or another LSP to CLEC, SWBT will charge CLEC a customer change charge of \$5.00.
- 3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from SWBT or another LSP to CLEC, SWBT will charge CLEC the Primary Local Exchange Carrier Selection Charge and any applicable wholesale non-recurring charges for the features and services added.
- 3.3 This Section Intentionally Left Blank
- 3.4 Upon an end user's subscription to CLEC local Resale service, SWBT will promptly remove from the LIDB any SWBT assigned telephone line based calling card number (TLN) applicable to that end user.

4.0 Pricing

- 4.1 Except as set forth in Appendices DA - Resale, OS - Resale, White Pages - Resale, and Customized Routing - Resale, the prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Services/Pricing.
- 4.2 Promotion of Resale services of more than 90 days will be made available to CLEC on terms and conditions no less favorable than those SWBT makes available to its customers and will be made available at the avoided cost discount from the promotional rate. Services offered for promotions of 90 days or less will be available for resale at the retail rate less the established avoided cost discount. (i.e., CLEC may not elect the promotional rate.)

5.0 No Restrictions on Resale

- 5.1 In each state CLEC 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. CLEC will not resell to business customers SWBT's Resale services that are restricted by SWBT's tariffs to use by residential subscribers. SWBT is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC 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 CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SWBT will not prohibit,

nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

- 5.2 CLEC 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 CLEC may permits 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 CLEC by SWBT under this Agreement: (i) an CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SWBT 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 CLEC Customer will be at least equal in quality to that received by a similarly situated SWBT customer; and (iii) the CLEC Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SWBT 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 SWBT in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

8.0 Changes in Retail Service

- 8.1 SWBT will provide thirty (30) days advance notice before the tariff filing date of new products and services and changes to existing products and services, including the discontinuance of existing features or services, that are available for resale. SWBT will provide a minimum of thirty (30) days notice before the tariff filing date of pricing changes for services that are available for resale.

9.0 Billing for Local Service

- 9.1 SWBT will bill CLEC for Resale services provided by SWBT to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.

- 9.2 SWBT will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

10.0 Operational Requirements

- 10.1 SWBT will provide operational interfaces to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 2: Ordering and Provisioning-Resale.
- 10.2 SWBT will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

11.0 Service/Operation Readiness Testing

- 11.1 In addition to testing described elsewhere in this Attachment, the Parties will test the systems used to perform the non-exclusive list of functions shown below in order to establish appropriate system readiness capabilities:
- 11.1.1 All interfaces between CLEC and SWBT work centers for Pre-Service Ordering, Ordering, Provisioning, Maintenance, Connectivity Billing, Local Account Maintenance, and Usage Data Transfer.
- 11.2 The functionalities identified above will be tested in order to determine whether SWBT's performance meets the applicable service parity requirements and other performance standards set forth herein. SWBT will make available sufficient technical staff to perform such testing. SWBT technical staff will be available to meet with CLEC as necessary to facilitate testing. SWBT and CLEC will mutually agree on the schedule for such testing.
- 11.3 At CLEC's request, SWBT will provide to CLEC any results of the testing performed pursuant to the terms of this Agreement. CLEC may review such results and may notify SWBT of any failures to meet the requirements of this Agreement and this Attachment 1: Resale.
- 11.4 During the term of this Agreement, SWBT will participate in mutually agreed upon cooperative testing requested by CLEC whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability.

12.0 Operation Support Systems (OSS)

- 12.1 CLEC will access SWBT's Operations Support Systems (OSS) functions via a Remote Access Facility (RAF) located in Dallas, Texas. These OSSs include, but are not limited

to, Easy Access Sales Environment (EASE), Customer Network Administration (CNA), DATAGATE and, when available, Electronic Bonding Interface (EBI).

- 12.2 CLEC may use two methods to access the RAF: Direct Connection (56Kbs~1.54Mbps trunk) Port or Dial Up (28Kbs modem) Port. For Direct Connections, CLEC will provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point will be the router interface at the RAF. Dial Up connections require CLEC to provide its own modems and connection to the SWBT RAF. CLEC will pay the cost of the call if Dial Up connection is used.
- 12.2.1 Physical Diversity will be provided at the SWBT Two Bell Plaza location in Dallas in the following manner: dual access paths, provided by CLEC at CLEC's expense, into Two Bell Plaza in Dallas will be utilized. These two circuits will be connected to two different routers in the LRAF. A third router will be available and preserved as a backup router in the event one of the primary routers becomes inoperable. Purchase of an additional router, and a LAN Hub will be kept on hand to replace faulty equipment. Two firewalls will be configured so that the secondary one can take over for the primary firewall if it fails.
- 12.3 CLEC will use Transmission Control Protocol/Internet Protocol (TCP/IP) to access SWBT OSSs via the RAF. In addition, CLEC will provide a range of publicly registered IP network addresses to SWBT. A user-id/password unique to each individual accessing an OSS on behalf of CLEC, other than for Datagate, will be required. Existing CLEC user-ids will be utilized to access Datagate. CLEC will provide periodic estimates, as mutually agreed to by the Parties, regarding the CLEC volume of transaction, number of concurrent users, desired number of Direct and Dial Up connections, and length of a typical session.
- 12.4 CLEC and SWBT will participate in implementation meetings to discuss CLEC RAF access plans and schedule testing of CLEC Direct and Dial Up connections. SWBT will make a help desk function available to assist CLEC in accessing SWBT OSSs.

APPENDIX SERVICES/PRICING

- 1.0** This Appendix Services/Pricing describes several services which SWBT will make available to CLEC 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 SWBT 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 PLEXAR® Families of Services Requirements**
- 2.1** CLEC 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 CLEC may only offer it to customers that are eligible to receive CENTREX from SWBT. The PLEXAR families of services provided for resale will meet the following requirements:
- 2.1.1** All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale.
- 2.2** The Parties will maintain restrictions on aggregation of toll services for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.
- 2.3** CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC will pay the rates for DS-1 termination set forth herein for such service.
- 2.4** CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 2.5** CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which SWBT provides local exchange service as the incumbent LEC.
- 2.6** CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, PLEXAR Custom, or PLEXAR Express) for resale.
- 2.7** SWBT will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Appendix. SWBT's provision of PLEXAR Custom will be as specified in this paragraph. SWBT will offer CLEC the same price SWBT provides to its Customers less costs that will be avoided. In addition, SWBT will provide CLEC with the same technical and system design support that SWBT makes available to SWBT's PLEXAR Custom sales teams and agents. Such support will be provided by SWBT to CLEC with the same quality and timelines that SWBT provides to SWBT's PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support

will be provided to CLEC by SWBT at a reasonable price, mutually acceptable to SWBT and CLEC.

3.0 CLASS and Custom Features Requirements

- 3.1 CLEC 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. CLEC may package any services so purchased for purposes of resale to its customers. SWBT will provide to CLEC a list of all services and features. As requested by CLEC, SWBT 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 SWBT differs from the tariff, the tariff prevails. SWBT will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

4.0 Voluntary Federal Customer Financial Assistance Programs

- 4.1 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 SWBT customers choose to obtain Resale service from CLEC, SWBT will confirm such customers' eligibility to participate in such SWBT programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SWBT's Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

5.0 E911/911 Services

- 5.1 Where available SWBT will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC will pay the appropriate PSAP applicable 911 surcharges (as defined by the appropriate Oversight Body) on resold lines. Where requested by SWBT, CLEC will provide SWBT with accurate and complete information regarding its customers in a format and time frame prescribed by SWBT for purposes of 911 administration. SWBT will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. SWBT will make CLEC Customer information available to the appropriate PSAP. SWBT shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Database) used to support E911/911 services.

6.0 Services to Disabled Customers

- 6.1 SWBT agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When a SWBT customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, SWBT will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SWBT's disabled services are eligible to receive same.

7.0 Telecommunications Relay Service

- 7.1 Where SWBT 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 ("Telecommunications Relay Service" or "TRS") SWBT will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SWBT maintains a record of customers who qualify under any applicable law for TRS, SWBT will make such data available to CLEC as it pertains to CLEC Resale service customers.
- 7.2 Notwithstanding the provisions of Section 12.1 of the General Terms and Conditions portion of this Agreement, CLEC will apply the Deaf Relay Service and Equipment Distribution Program Fund surcharge to its local exchange subscribers as required under Section 209.255 R. S. Mo. and any other applicable law. CLEC will be solely responsible for billing and collecting the surcharge from its local exchange subscribers and remitting the surcharge directly to the appropriate taxing authority. Provided that CLEC fulfills its agreements as set forth in this Section, SWBT will not apply the surcharge to CLEC for the services provided by SWBT pursuant to this Attachment.

8.0 Lifeline Services

- 8.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SWBT agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.
- 8.2 When a SWBT Lifeline Services customer chooses to obtain Resale service from CLEC, SWBT will confirm such SWBT customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SWBT's Lifeline Services are eligible to receive same.

9.0 Advanced Intelligent Network

- 9.1 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services SWBT offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 9.2 All service levels, features and function components of AIN provided by SWBT and offered for resale by CLEC will be provided by SWBT at parity with the same services SWBT offers to its own customers.
- 9.3 CLEC 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.

10.0 Pay Phone Services

- 10.1 "Pay Phones" are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public's billing options to pay for telephony based services. SWBT does not offer "pay phones" to any customers and will not offer "pay phones" to CLEC for resale.
- 10.2 "Pay Phone Service" is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. Such lines may be attached to Customer Owned Pay Telephone Services or COPTS coin phones, COPTS coinless phones and semi-public phones. SWBT currently offers two types of pay phone services: (1) Customer Owned Pay Telephone Services (COPTS), and (2) SmartCoin.
- 10.3 CLEC may purchase COPTS and SmartCoin service for purposes of Resale to an CLEC customer. SWBT will provide to CLEC for resale the COPTS and SmartCoin services and associated services addressed in Section 10 of this Appendix Services/Pricing to Attachment 1: Resale, where offered by SWBT.
- 10.4 PIC selection for COPTS and SmartCoin lines will be governed by Section 3.3 of Attachment 2: Ordering & Provisioning - Resale.
- 10.5 SWBT will make available to CLEC any and all technology related to COPTS and SmartCoin services, unless expressly mandated otherwise by applicable Federal or State Regulatory rules. When such situations occur, SWBT will work cooperatively with CLEC to establish a mutually agreeable solution of such ruling.

- 10.6 With COPTS and SmartCoin services, SWBT will provide CLEC through SWBT's applicable tariffs all appropriate screening functions and features to minimize fraud potential.
- 10.7 SWBT will provide CLEC all appropriate functions and features offered to SWBT's customers to allow CLEC Customers of COPTS and SmartCoin services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.
- 10.8 SWBT will provide CLEC all options related to COPTS and SmartCoin it provides to SWBT's own subscribers of such services.
- 10.9 SWBT will forward all local coin calls originated from CLEC COPT coin, COPT coinless and semi-public lines to the designated CLEC line or trunk group for handling.

11.0 Call Trace

- 11.1 CLEC end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC). SWBT shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 11.2 CLEC 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 CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify SWBT against any claims that insufficient information led to inadequate prosecution.

12.0 Suspension Services

- 12.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC 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 CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charge on the account back to the suspension date. Should CLEC restore their end user, restoral charges will apply and CLEC will be billed for the appropriate service from the time of suspension.

13.0 Payments of Rates & Charges from a Third Party

- 13.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.

14.0 Services Available for Resale and Associated Prices

- 14.1 Attached is Exhibit A, "List of SWBT's Telecommunications Services Available for Resale", which is a matrix that lists the services offered by SWBT which will be made available to CLEC for resale. CLEC may purchase these services at a 19.2% discount from SWBT's retail prices for all services except operator services. The wholesale discount of 13.91% applies to operator services only. Also attached is Exhibit B, "List of SWBT's Other Services Available for Resale", which is a matrix that lists services offered by SWBT which will be made available to CLEC at retail prices. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate.

15.0 Price for access to Operational Support Systems (OSS)

- 15.1 The prices to access OSS are as follows:

15.1.1 System access charge	\$3,345.00 per month
15.1.2 Remote access facility charge:	
15.1.3 Direct Connection	\$1,580.00 per port per month
15.1.4 Dial up Connection	\$316.00 per port per month

	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI AVO 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
3	GENERAL EXCHANGE TARIFF	GE											
4	PSC Mo - No. 35												
5													
6	ANNOUNCEMENT DISTRIBUTION SERVICES	GE 1											
7	Public Announcement Distrib. Svc.												
8	Facilities Delivery												
9	Announcement Facilities	GE 1.4.1(A)	788		Y	Y							Minth-Ind. Bus Line Flat rte. See Local Exchange, Svc chrg-See Ind Bus Fl in svc & equip chrg
10	Network Traffic Load Protection	GE 1.4.1(A)	VE9		\$ 4.50	\$ 31.00					19.20%	19.20%	NRC = 25.50 and Svc chr = 5.50
11	Usage Rates	GE 1.4.1(B)									19.20%	19.20%	
12	First 1,000 hours per month	GE 1.4.1(B)						\$ 0.98			19.20%	19.20%	Per hour-applicable to existing customers
13	Next 9,000 hours per month	GE 1.4.1(B)						\$ 0.34			19.20%	19.20%	Per hour-applicable to existing customers
14	Over 10,000 hours per month	GE 1.4.1(B)						\$ 0.24			19.20%	19.20%	Per hour-applicable to existing customers
15	Dedicated Subcenter Distribution Network										19.20%	19.20%	
16	First 1,000 hours per month	GE 1.4.2(B)						\$ 0.98			19.20%	19.20%	Per hour-applicable to existing customers
17	Next 9,000 hours per month	GE 1.4.2(B)						\$ 0.34			19.20%	19.20%	Per hour-applicable to existing customers
18	Over 10,000 hours per month	GE 1.4.2(B)						\$ 0.24			19.20%	19.20%	Per hour-applicable to existing customers
19											19.20%	19.20%	
20											19.20%	19.20%	
21	OBSOLETE CENTREX SERVICE	GE 2									19.20%	19.20%	
22	Obsolete Centrex Service Cust.										19.20%	19.20%	
23	Centrex II										19.20%	19.20%	
24	Primary Location Centrex Station										19.20%	19.20%	
25	- 30 station min. at each primary and secondary location										19.20%	19.20%	
26	- Main Station On Prem	GE 2.4.1.A	RXR		\$ 10.80						19.20%	19.20%	Grandfathered Termination Charge \$9,700
27	- Main Station On Prem	GE 2.4.1.A	RX2		\$ 10.80						19.20%	19.20%	Grandfathered
28			RFNAA		\$ 17.25						19.20%	19.20%	Grandfathered Each 30 stations
29	- Restricted Main Station On Prem		RX5		\$ 24.65						19.20%	19.20%	Grandfathered
30	- Restricted Main Station On Prem		RUV		\$ 24.65						19.20%	19.20%	Grandfathered
31	- Main Station Off Prem		RX3		\$ 5.95						19.20%	19.20%	Grandfathered
32	- Main Station Off Prem		RX4		\$ 5.95						19.20%	19.20%	Grandfathered
33			RFNAB		\$ 6.75						19.20%	19.20%	Grandfathered
34	- Restricted Main Station Off Prem		RX6		\$ 6.65						19.20%	19.20%	Grandfathered
35	- Restricted Main Station Off Prem		RVW		\$ 6.65						19.20%	19.20%	Grandfathered
36	S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
37	Minimum charge, per system										19.20%	19.20%	
38											19.20%	19.20%	
39	Secondary Location Centrex Station (same CO)										19.20%	19.20%	
40	- 30 station min. at each primary and secondary location										19.20%	19.20%	
41	- Main Station On Prem	GE 2.4.1.B.1	RXR		\$ 10.80						19.20%	19.20%	Grandfathered Termination Charge \$12,250
42	- Main Station On Prem	GE 2.4.1.B.1	RX2		\$ 10.80						19.20%	19.20%	Grandfathered
43			RFNAA		\$ 17.25						19.20%	19.20%	Grandfathered Each 30 stations
44	- Restricted Main Station On Prem		RX5		\$ 24.65						19.20%	19.20%	Grandfathered
45	- Restricted Main Station On Prem		RUV		\$ 24.65						19.20%	19.20%	Grandfathered
46	- Main Station Off Prem		RX3		\$ 5.95						19.20%	19.20%	Grandfathered
47	- Main Station Off Prem		RX4		\$ 5.95						19.20%	19.20%	Grandfathered
48			RFNAB		\$ 6.75						19.20%	19.20%	Grandfathered
49	- Restricted Main Station Off Prem		RX6		\$ 6.65						19.20%	19.20%	Grandfathered
50	- Restricted Main Station Off Prem		RVW		\$ 6.65						19.20%	19.20%	Grandfathered
51	S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
52	Minimum charge, per system										19.20%	19.20%	
53											19.20%	19.20%	
54	Secondary Location (Contiguous CO)										19.20%	19.20%	
55	- 30 station min. at each primary and secondary location										19.20%	19.20%	
56	- Main Station On Prem	GE 2.4.1.B.2	RXR		\$ 13.30						19.20%	19.20%	Grandfathered Termination Charge \$13,500
57	- Main Station On Prem	GE 2.4.1.B.2	RX2		\$ 13.30						19.20%	19.20%	Grandfathered
58			RFNAA		\$ 17.25						19.20%	19.20%	Grandfathered Each 30 stations
59	- Restricted Main Station On Prem		RX5		\$ 24.65						19.20%	19.20%	Grandfathered
60	- Restricted Main Station On Prem		RUV		\$ 24.65						19.20%	19.20%	Grandfathered
61	- Main Station Off Prem		RX3		\$ 8.45						19.20%	19.20%	Grandfathered
62	- Main Station Off Prem		RX4		\$ 8.45						19.20%	19.20%	Grandfathered
63			RFNAB		\$ 6.75						19.20%	19.20%	Grandfathered
64	- Restricted Main Station Off Prem		RX6		\$ 6.65						19.20%	19.20%	Grandfathered
65	- Restricted Main Station Off Prem		RVW		\$ 6.65						19.20%	19.20%	Grandfathered
66	S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
67	Minimum charge, per system										19.20%	19.20%	
68											19.20%	19.20%	
69	Secondary Location (non-contiguous CO)										19.20%	19.20%	

For rates that are cross-referenced in the tariff, see individual tariff section.

	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
70	- 30 station min. at each primary and secondary location										19.20%	19.20%	
71	- Main Station On Prem	GE 2.4.1.B.3	RXR		\$ 10.80						19.20%	19.20%	Grandfathered Termination Charge \$14,900
72	- Main Station On Prem	GE 2.4.1.B.3	RX2		\$ 10.80						19.20%	19.20%	Grandfathered
73			RFNAA		\$ 17.25						19.20%	19.20%	Grandfathered Each 30 stations
74	- Restricted Main Station On Prem		RXS		\$ 24.65						19.20%	19.20%	Grandfathered Reg. 1
75	- Restricted Main Station On Prem		RUV		\$ 24.65						19.20%	19.20%	Grandfathered
76	- Main Station Off Prem		RX3		\$ 5.95						19.20%	19.20%	Grandfathered
77	- Main Station Off Prem		RX4		\$ 5.95						13.20%	13.20%	Grandfathered
78			RFNAB		\$ 6.75						19.20%	19.20%	Grandfathered
79	- Restricted Main Station Off Prem		RX6		\$ 6.65						19.20%	19.20%	Grandfathered
80	- Restricted Main Station Off Prem		RWW		\$ 6.65						19.20%	19.20%	Grandfathered
81	- S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
82	- Station Additive		1LVFS		\$ 4.00					\$ 0.80	19.20%	19.20%	Grandfathered
83	Minimum Charge, per system										19.20%	19.20%	
84											19.20%	19.20%	
85	Centrex II										19.20%	19.20%	
86	Primary Location										19.20%	19.20%	
87	- 30 station min. at each primary and secondary location										19.20%	19.20%	
88	- Main Station On Prem	GE 2.4.2.A.1	111NF		\$ 6.25						19.20%	19.20%	Grandfathered Termination Charge \$9,700
89			STL		\$ 14.65						19.20%	19.20%	Grandfathered Each 30 stations
90	- Restricted Main Station On Prem		RST		\$ 20.50						19.20%	19.20%	Grandfathered
91	- Main Station Off Prem		111NF		\$ 6.25						19.20%	19.20%	Grandfathered
92			DPS		\$ 0.55						19.20%	19.20%	Grandfathered
93	- Restricted Main Station Off Prem		DPR		\$ 6.40						19.20%	19.20%	Grandfathered
94	- S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
95	Minimum Charge, per system										19.20%	19.20%	
96											19.20%	19.20%	
97	Secondary Location (same CO)										19.20%	19.20%	
98	- 30 station min. at each primary and secondary location										19.20%	19.20%	
99	- Main Station On Prem	GE 2.4.2.A.2.a	11SSO		\$ 6.25						19.20%	19.20%	Grandfathered Termination Charge \$12,250
100			STL		\$ 14.65						19.20%	19.20%	Grandfathered Each 30 stations
101	- Restricted Main Station On Prem		RST		\$ 20.50						19.20%	19.20%	Grandfathered
102	- Main Station Off Prem		11SSO		\$ 6.25						19.20%	19.20%	Grandfathered
103			DPS		\$ 0.55						19.20%	19.20%	Grandfathered
104	- Restricted Main Station Off Prem		DPR		\$ 6.40						19.20%	19.20%	Grandfathered
105	- S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
106	Minimum Charge, per system										19.20%	19.20%	
107											19.20%	19.20%	
108	Secondary Location (contiguous CO)										19.20%	19.20%	
109	- 30 station min. at each primary and secondary location										19.20%	19.20%	
110	- Main Station On Prem	GE 2.4.2.A.2.b	11SCO		\$ 8.75						19.20%	19.20%	Grandfathered Termination Charge \$13,500
111			STL		\$ 14.65						19.20%	19.20%	Grandfathered Each 30 stations
112	- Restricted Main Station On Prem		RST		\$ 20.50						19.20%	19.20%	Grandfathered
113	- Main Station Off Prem		11SCO		\$ 8.75						19.20%	19.20%	Grandfathered
114			DPS		\$ 0.55						19.20%	19.20%	Grandfathered
115	- Restricted Main Station Off Prem		DPR		\$ 6.40						19.20%	19.20%	Grandfathered
116	- S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
117	Minimum Charge, per system										19.20%	19.20%	
118											19.20%	19.20%	
119	Secondary Location (non-contiguous CO)										19.20%	19.20%	
120	- 30 station min. at each primary and secondary location										19.20%	19.20%	
121	- Main Station On Prem	GE 2.4.2.A.2.c	11SNC		\$ 6.25						19.20%	19.20%	Grandfathered Termination Charge \$14,900
122			STL		\$ 14.65						19.20%	19.20%	Grandfathered Each 30 stations
123	- Restricted Main Station On Prem		RST		\$ 20.50						19.20%	19.20%	Grandfathered
124	- Main Station Off Prem		11SNC		\$ 6.25						19.20%	19.20%	Grandfathered
125			DPS		\$ 0.55						19.20%	19.20%	Grandfathered
126	- Restricted Main Station Off Prem		DPR		\$ 6.40						19.20%	19.20%	Grandfathered
127	- S&E Charge					\$ 28.50					19.20%	19.20%	Grandfathered
128	- Station Additive		1LVFS		\$ 4.00					\$ 0.80	19.20%	19.20%	Grandfathered
129	Minimum Charge, per system										19.20%	19.20%	
130											19.20%	19.20%	
131	Primary Location in Metro or Optional Exchange Svc Area	GE 2.5.1									19.20%	19.20%	
132	- Served by Local Exchange Service										19.20%	19.20%	Grandfathered *Applicable Tariff Rates
133	- Served by Optional Exchange Service, per main station		ZZOSL		\$ 3.85						19.20%	19.20%	Grandfathered
134											19.20%	19.20%	
135	Secondary Location in Metro or Optional Exchange Svc Area										19.20%	19.20%	
136	- Served by Local Exchange Service										19.20%	19.20%	Grandfathered *Applicable Tariff Rates

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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
137	- Served by Optional Exchange Service, per main station		ZZOSL		\$ 3.85						19.20%	19.20%	Grandfathered
138											19.20%	19.20%	
139	- Plus \$.80 per station per mile or fraction thereof.		1LVFS								19.20%	19.20%	
140	- Minimum mileage charge, per station is \$4		1LVFS								19.20%	19.20%	
141											19.20%	19.20%	
142	Extended Area Service Arrangement										19.20%	19.20%	
143	- Primary Location										19.20%	19.20%	Grandfathered
144	- Secondary Location (in same exchange as primary loca)										19.20%	19.20%	* Applicable Tariff Rates
145	- Secondary Location (located in different exchange)										19.20%	19.20%	* Applicable Tariff Rates
146	- of Extended Area Service Complex, than primary loca)										19.20%	19.20%	
147	- + .80 per station, per mile or fraction thereof.		1LVFS								19.20%	19.20%	Grandfathered
148	- Minimum mileage charge, per station is \$4		1LVFS								19.20%	19.20%	Grandfathered
149											19.20%	19.20%	
150	Optional Service Arrangements										19.20%	19.20%	
151	- Tie Line Term	GE 2.7.1.C.2									19.20%	19.20%	
152	- with oper/CO Access, each		TLL		\$ 77.00	\$ 53.25					19.20%	19.20%	Grandfathered
153	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
154	- without oper/CO Access, each		TLN		\$ 69.45	\$ 53.25					19.20%	19.20%	Grandfathered
155	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
156	- Adv. P.L. Term, each	GE 2.7.1.D.2	PLS		\$ 143.50	\$ 38.25					19.20%	19.20%	Grandfathered
157	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
158	- Service Est. Charge					\$ 540.00					19.20%	19.20%	Grandfathered
159	- Out WATS Term., each	GE 2.7.2	WLA		\$ 15.35	\$ 50.00					19.20%	19.20%	Grandfathered
160	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
161											19.20%	19.20%	
162	Network Access Terminals										19.20%	19.20%	
163	- Dial Access Term, each	GE 2.7.3.D.1	901		\$ 62.90	\$ 53.25					19.20%	19.20%	Grandfathered
164	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
165	- Manual Term, each		9CS		\$ 32.40	\$ 65.00					19.20%	19.20%	Grandfathered
166	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
167											19.20%	19.20%	
168	Net Access Term (Centrex)	GE 2.7.3.D.2									19.20%	19.20%	
169	- Dial Access Term (CTX)										19.20%	19.20%	
170	- with multilevel access		DKB		\$ 90.20	\$ 150.00					19.20%	19.20%	Grandfathered
171	- Service and Equipment Charges					\$ 6.75					19.20%	19.20%	Grandfathered
172	- without multilevel access		DKC		\$ 83.00	\$ 150.00					19.20%	19.20%	Grandfathered
173	- Service and Equipment Charges					\$ 6.75					19.20%	19.20%	Grandfathered
174	- Manual Access		BK1		\$ 36.10	\$ 50.00					19.20%	19.20%	Grandfathered
175	- Service and Equipment Charges					\$ 6.75					19.20%	19.20%	Grandfathered
176	- Attendant Arrangement	GE 2.7.3.D.3	DKR		\$ 19.40	\$ 25.00					19.20%	19.20%	Grandfathered
177	- Service and Equipment Charges					\$ 6.75					19.20%	19.20%	Grandfathered
178											19.20%	19.20%	
179	Optional Features										19.20%	19.20%	
180	- Additional Listed # group	GE 2.9.1									19.20%	19.20%	
181	- 2nd Group up to 500		LPEX2		\$ 218.20						19.20%	19.20%	Grandfathered
182	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
183	- 2nd Group over 500		LPEX3		\$ 327.20						19.20%	19.20%	Grandfathered
184	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
185	- 3rd Group up to 500		LPSX2		\$ 366.25						19.20%	19.20%	Grandfathered
186	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
187	- 3rd Group over 500		LPSX3		\$ 615.55						19.20%	19.20%	Grandfathered
188	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
189	- 4th Group up to 500		LPGX2		\$ 475.25						19.20%	19.20%	Grandfathered
190	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
191	- 4th Group over 500		LPGX3		\$ 794.80						19.20%	19.20%	Grandfathered
192	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
193	- 5th Group up to 500		LPHX2		\$ 623.35						19.20%	19.20%	Grandfathered
194	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
195	- 5th Group over 500		LPHX3		\$ 1,012.85						19.20%	19.20%	Grandfathered
196	- S&E Charge					\$ 9.50					19.20%	19.20%	Grandfathered
197	- Attendant Conference Arrangement	GE 2.9.1	RK7		\$ 177.45	\$ 4.00					19.20%	19.20%	Grandfathered
198	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
199	- Attendant Control of Facilities		TGC		\$ 4.70	\$ 15.00					19.20%	19.20%	Grandfathered
200	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
201	- Inst/Move Chg.					\$ 45.00					19.20%	19.20%	Grandfathered
202	- Additional key control		TGD		\$ 4.70	\$ 15.00					19.20%	19.20%	Grandfathered
203	- S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
204	- Inst/Move Chg.					\$ 45.00					19.20%	19.20%	Grandfathered
205	- Auto Callback										19.20%	19.20%	

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206	Common Equipment		ACY		\$ 31.50	\$ 180.00					19.20%	19.20%	Grandfathered
207	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
208	SEC					\$ 410.00					19.20%	19.20%	Grandfathered
209	Per Main Station		SAK		\$ 2.50	\$ 4.00					19.20%	19.20%	Grandfathered
210	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
211	- ARS	GE 2.9.1									19.20%	19.20%	
212	Common Equip., per arg.	GE 2.9.1.A	ART		\$ 8.50	\$ 35.00					19.20%	19.20%	Grandfathered
213	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
214	Service Establishment Charge					\$ 1,650.00					19.20%	19.20%	Grandfathered
215	Fac. term. in patterns, EACH		AR5		\$ 0.35	\$ 55.00					19.20%	19.20%	Grandfathered
216	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
217	- Route Sel. Patterns										19.20%	19.20%	
218	by NPA, w/route to:	GE 2.9.1.A.1									19.20%	19.20%	
219	- Telecom. network, per pat.	GE 2.9.1.A.1.a	AR9		\$ 3.50	\$ 75.00					19.20%	19.20%	Grandfathered
220	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
221	- Overflow tone, per pat.	GE 2.9.1.A.1.b	ARG		\$ 6.70	\$ 75.00					19.20%	19.20%	Grandfathered
222	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
223	- Route Sel. Patterns										19.20%	19.20%	
224	by NPA & CO Code route to:										19.20%	19.20%	
225	- Telecom. network, per pat.	GE 2.9.1.A.2.a	ARH		\$ 5.95	\$ 160.00					19.20%	19.20%	Grandfathered
226	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
227	- Overflow tone, per pat.	GE 2.9.1.A.2.b	ARK		\$ 9.15	\$ 160.00					19.20%	19.20%	Grandfathered
228	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
229	- Add/delete codes within	GE 2.9.1.B.1				\$ 55.00					19.20%	19.20%	Grandfathered
230	same pattern, per pattern					\$ 6.75					19.20%	19.20%	Grandfathered
231	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
232	- Change overflow from tone	GE 2.9.1.B.2				\$ 55.00					19.20%	19.20%	Grandfathered
233	to network/visa-versa					\$ 6.75					19.20%	19.20%	Grandfathered
234	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
235	ARS	GE 2.9.1									19.20%	19.20%	
236	- Tape sum. per occasion					\$ 1,350.00					19.20%	19.20%	Grandfathered
237	1st 10,000 calls		ARXTP			\$ 6.75					19.20%	19.20%	Grandfathered
238	S&E Charge					\$ 38.50					19.20%	19.20%	Grandfathered
239	Each additional 1000 calls										19.20%	19.20%	
240		GE 2.9.1									19.20%	19.20%	
241	- Manual input, per occasion					\$ 1,200.00					19.20%	19.20%	Grandfathered
242	1st 10,000 calls		ARXMP			\$ 6.75					19.20%	19.20%	Grandfathered
243	S&E Charge					\$ 23.75					19.20%	19.20%	Grandfathered
244	Each additional 1000 calls										19.20%	19.20%	
245	Busy Verif. Tie Trunks	GE 2.9.1									19.20%	19.20%	
246	- per system		B24		\$ 3.75	\$ 39.75					19.20%	19.20%	Grandfathered
247	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
248	- per trunk		B25		\$ 0.75	\$ 6.75					19.20%	19.20%	Grandfathered
249	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
250	Call Forwarding-Busy Line										19.20%	19.20%	
251	- per station		E6G		\$ 0.15	\$ 4.00					19.20%	19.20%	Grandfathered
252	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
253	Call Forwarding-Don't Answer										19.20%	19.20%	
254	- per station		E9G		\$ 1.40	\$ 4.00					19.20%	19.20%	Grandfathered
255	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
256	- Change Ringing Cycle					\$ 6.75					19.20%	19.20%	Grandfathered
257	Call Forwarding Over Private										19.20%	19.20%	
258	Facilities										19.20%	19.20%	
259	- Common Equipment, per system		EAY		\$ 90.60	\$ 1.50					19.20%	19.20%	Grandfathered
260	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
261	SEC					\$ 399.00					19.20%	19.20%	Grandfathered
262	- Per Main Station		EAP		\$ 3.90	\$ 1.50					19.20%	19.20%	Grandfathered
263	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
264	- Reminder Ring, per station					\$ 6.75					19.20%	19.20%	Grandfathered
265	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
266	Call Forwarding-Variable										19.20%	19.20%	
267	- per station		EAT		\$ 0.30	\$ 4.00					19.20%	19.20%	Grandfathered
268	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
269	Call Hold/Call Pick Up										19.20%	19.20%	
270	- per station		EA2		\$ 0.65	\$ 4.00					19.20%	19.20%	Grandfathered
271	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
272	Call Transfer All Calls										19.20%	19.20%	
273	Consultation Call All Calls										19.20%	19.20%	
274	and 3-Way Calling										19.20%	19.20%	

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275	- per 100 stations		E2H		\$ 46.80	\$ 6.75					19.20%	19.20%	Grandfathered
276	S&E Charge										19.20%	19.20%	Grandfathered
277											19.20%	19.20%	Grandfathered
278	Cancel CW, per sys					\$ 104.50					19.20%	19.20%	Grandfathered
279	Call Waiting-Terminating										19.20%	19.20%	Grandfathered
280	- per station	ESX			\$ 0.85	\$ 4.00					19.20%	19.20%	Grandfathered
281	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
282	Cancel CW, per sys					\$ 104.50					19.20%	19.20%	Grandfathered
283	Call Waiting-Intragroup										19.20%	19.20%	Grandfathered
284	- per system	E6N			\$ 1.25	\$ 4.00					19.20%	19.20%	Grandfathered
285	- per station	E6N			\$ 1.25	\$ 4.00					19.20%	19.20%	Grandfathered
286	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
287	Call Waiting-Originating										19.20%	19.20%	Grandfathered
288	- per station	ESZ			\$ 0.20	\$ 4.00					19.20%	19.20%	Grandfathered
289	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
290	Circle Hunt, per term	EH6			\$ 0.60	\$ 4.00					19.20%	19.20%	Grandfathered
291	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
292	Code Call Access Arrangement	CCX			\$ 88.60	\$ 72.75					19.20%	19.20%	Grandfathered
293	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
294	Conference Calling Arrangement	EMC			\$ 112.30	\$ 4.00					19.20%	19.20%	Grandfathered
295	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
296	Conference Calling Sta. Line Arrangement	EAN				\$ 4.00					19.20%	19.20%	Grandfathered
297	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
298	Dial Call Waiting per line	E6C			\$ 0.25	\$ 4.00					19.20%	19.20%	Grandfathered
299	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
300	Dial thru Attendant, per location	THD			\$ 1.00	\$ 0.25					19.20%	19.20%	Grandfathered
301	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
302	Dictation Access	RC8			\$ 38.40						19.20%	19.20%	Grandfathered
303	Directed call pickup										19.20%	19.20%	Grandfathered
304	-per station	DMA			\$ 0.05	\$ 0.50					19.20%	19.20%	Grandfathered
305	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
306	Dist. ringing/Call										19.20%	19.20%	Grandfathered
307	Waiting Tone										19.20%	19.20%	Grandfathered
308	- Comm Equipment	DRR			\$ 19.55	\$ 180.00					19.20%	19.20%	Grandfathered
309	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
310	SEC					\$ 120.00					19.20%	19.20%	Grandfathered
311	- Class B Ringing Tone, per station	BRT			\$ 1.50	\$ 4.00					19.20%	19.20%	Grandfathered
312	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
313	- Class C Tone, per station	ODT			\$ 1.50	\$ 4.00					19.20%	19.20%	Grandfathered
314	equipped w/CW-originating or Dial Call Waiting										19.20%	19.20%	Grandfathered
315	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
316	- Class C Ringing Tone										19.20%	19.20%	Grandfathered
317	per preempt SCAN term	CCN			\$ 0.70	\$ 1.75					19.20%	19.20%	Grandfathered
318	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
319											19.20%	19.20%	Grandfathered
320	ELECTRIC TANDEM SWITCHING										19.20%	19.20%	Grandfathered
321	- ARS-Deluxe	GE 2.9.1.C.1									19.20%	19.20%	Grandfathered
322	Common Equipment	GE 2.9.1.C.1	ASH		\$ 162.25	\$ 1,300.00					19.20%	19.20%	Grandfathered
323	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
324	Service Establishment Charge					\$ 3,950.00					19.20%	19.20%	Grandfathered
325	- Route Selection Pattern										19.20%	19.20%	Grandfathered
326	per facility	ASJ			\$ 2.60						19.20%	19.20%	Grandfathered
327	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
328	- By NPA Code	ASK			\$ 2.95	\$ 26.25					19.20%	19.20%	Grandfathered
329	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
330	- By NPA Codes & CO Codes	ASO			\$ 5.75	\$ 108.50					19.20%	19.20%	Grandfathered
331	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
332	- Arrangement for additional pattern										19.20%	19.20%	Grandfathered
333	groups for Time-of-Day Rtg	ASZ			\$ 7.45	\$ 266.00					19.20%	19.20%	Grandfathered
334	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
335	Additions and Changes										19.20%	19.20%	Grandfathered
336	- Additions, deletions,										19.20%	19.20%	Grandfathered
337	changes, per pattern	RCHAP				\$ 26.25					19.20%	19.20%	Grandfathered
338	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
339	- Additional patterns										19.20%	19.20%	Grandfathered
340	- Additions/deletions of a										19.20%	19.20%	Grandfathered
341	facility to exist, route										19.20%	19.20%	Grandfathered
342	- Additions/changes in NPA or CO										19.20%	19.20%	Grandfathered
343	Code, per code, per pattern	RCHAC				\$ 20.25					19.20%	19.20%	Grandfathered

For rates that are cross-referenced in the tariff, see individual tariff section.

	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
344	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
345	- Additions/deletions/changes										19.20%	19.20%	
346	for time-of-day routing intervals		RCHAT			\$ 32.00					19.20%	19.20%	Grandfathered
347	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
348											19.20%	19.20%	
349	- Customer Adm. & Control	GE 2.9.1.C.2									19.20%	19.20%	
350	- Common Equipment		CAX		\$ 609.65	\$ 865.00					19.20%	19.20%	Grandfathered
351	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
352	Service Establishment Charge					\$ 461.00					19.20%	19.20%	Grandfathered
353	- Fac. Adm. & Control Com. Eq.		FA2		\$ 152.95	\$ 175.00					19.20%	19.20%	Grandfathered
354	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
355	Service Establishment Charge					\$ 3,150.00					19.20%	19.20%	Grandfathered
356	- Traffic Data to Customer										19.20%	19.20%	
357	Common Equipment		PTA		\$ 145.80	\$ 184.50					19.20%	19.20%	Grandfathered
358	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
359	Service Establishment Charge					\$ 8,900.00					19.20%	19.20%	Grandfathered
360	- per queue equipped		PTU		\$ 1.95	\$ 43.25					19.20%	19.20%	Grandfathered
361	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
362	- per facility group equipped		PTY		\$ 5.00	\$ 43.25					19.20%	19.20%	Grandfathered
363	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
364	- 212A DATAPHONE Data Set, each		D2C		\$ 35.35	\$ 45.25					19.20%	19.20%	Grandfathered
365	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
366	- DELUXE QUEUING	GE 2.9.1.C.3									19.20%	19.20%	
367	- Common Equipment		QDC		\$ 71.90	\$ 284.50					19.20%	19.20%	Grandfathered
368	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
369	Service Establishment Charge					\$ 2,000.00					19.20%	19.20%	Grandfathered
370	- Queue										19.20%	19.20%	
371	- per facility group		QDF		\$ 0.63	\$ 73.00					19.20%	19.20%	Grandfathered
372	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
373	- Queue Slots, off hook										19.20%	19.20%	
374	queue slot with										19.20%	19.20%	
375	- Rec. Announcement		QDA		\$ 21.25						19.20%	19.20%	Grandfathered
376	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
377	- Music		QDM		\$ 18.70						19.20%	19.20%	Grandfathered
378	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
379	- Ring Back Queue Slots		QDR		\$ 10.90						19.20%	19.20%	Grandfathered
380	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
381	- Recorded Announcement										19.20%	19.20%	
382	- Common Equipment		QDE		\$ 81.10	\$ 38.75					19.20%	19.20%	Grandfathered
383	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
384	- Music-on-Queue		OTD		\$ 90.95	\$ 38.75					19.20%	19.20%	Grandfathered
385	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
386	plus chan between CO eq. & music source @ prem.										19.20%	19.20%	applicable P.L. mileage charge
387											19.20%	19.20%	
388	- Charges										19.20%	19.20%	
389	- RBQ to OHQ/vice-versa		RCHQ1			\$ 31.75					19.20%	19.20%	Grandfathered
390	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
391	- Change in qty of Queue Slots										19.20%	19.20%	
392	per queue		RCHQ2			\$ 31.75					19.20%	19.20%	Grandfathered
393	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
394	- Change in queue threshold										19.20%	19.20%	
395	time, per queue		RCHQ3			\$ 31.75					19.20%	19.20%	Grandfathered
396	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
397	- Change in Recorded Announcement		RCHQ4			\$ 31.75					19.20%	19.20%	Grandfathered
398	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
399	- Change in post queue rtg.										19.20%	19.20%	
400	per queue		RCHQ5			\$ 31.75					19.20%	19.20%	Grandfathered
401	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
402											19.20%	19.20%	
403	- Electronic Tandem Switching	GE 2.9.1.C.4	ETX		\$ 42.90	\$ 73.50					19.20%	19.20%	Grandfathered
404	Tie Line Term. EACH					\$ 6.75					19.20%	19.20%	Grandfathered
405	S&E Charge										19.20%	19.20%	
406	- Facilities Restriction Levels										19.20%	19.20%	
407	Centrex Station or incoming or										19.20%	19.20%	
408	two-way tie line term EACH	GE 2.9.1.C.5	FRK00		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
409			FRK01		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
410			FRK02		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
411			FRK03		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
412			FRK04		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered

Where the tariff and the table contain the same name, the USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURIA/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
413			FRK05		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
414			FRK06		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
415			FRK07		\$ 0.05	\$ 4.50					19.20%	19.20%	Grandfathered
416	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
417	- Authorization Codes										19.20%	19.20%	Grandfathered
418	Common Equipment		AUA		\$ 169.90	\$ 715.00					19.20%	19.20%	Grandfathered
419	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
420	Service Establishment Charge					\$ 6,500.00					19.20%	19.20%	Grandfathered
421	- Authorization Codes, per 100										19.20%	19.20%	Grandfathered
422	codes or fraction thereof		AUS		\$ 1.65	\$ 21.25					19.20%	19.20%	Grandfathered
423	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
424											19.20%	19.20%	Grandfathered
425	- Per Facility terminated in										19.20%	19.20%	Grandfathered
426	ARS-D or UN/AAR patterns										19.20%	19.20%	Grandfathered
427	EACH		AUF		\$ 2.65						19.20%	19.20%	Grandfathered
428	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
429	- Changes										19.20%	19.20%	Grandfathered
430	- Changes in FRL per station										19.20%	19.20%	Grandfathered
431	incoming or two-way tie line										19.20%	19.20%	Grandfathered
432	termination, EACH		FRK00			\$ 4.50					19.20%	19.20%	Grandfathered
433			FRK01			\$ 4.50					19.20%	19.20%	Grandfathered
434			FRK02			\$ 4.50					19.20%	19.20%	Grandfathered
435			FRK03			\$ 4.50					19.20%	19.20%	Grandfathered
436			FRK04			\$ 4.50					19.20%	19.20%	Grandfathered
437			FRK05			\$ 4.50					19.20%	19.20%	Grandfathered
438			FRK06			\$ 4.50					19.20%	19.20%	Grandfathered
439			FRK07			\$ 4.50					19.20%	19.20%	Grandfathered
440	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
441	- Change in a single Auth Code										19.20%	19.20%	Grandfathered
442	and/or associated FRL where										19.20%	19.20%	Grandfathered
443	Telephone Co svc order activity										19.20%	19.20%	Grandfathered
444	is required, EACH		RCHFA			\$ 1.50					19.20%	19.20%	Grandfathered
445	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
446	- Station Message Detail										19.20%	19.20%	Grandfathered
447	Recording to Premises										19.20%	19.20%	Grandfathered
448	- Central Office Equipment										19.20%	19.20%	Grandfathered
449	- Common Equip. EACH	GE 2.9.1.C.6.a.1	MDR		\$ 709.90	\$ 327.50					19.20%	19.20%	Grandfathered
450	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
451	Service Establishment Charge					\$ 3,850.00					19.20%	19.20%	Grandfathered
452	- Per facility terminated in										19.20%	19.20%	Grandfathered
453	ARS-D or UN/AAR patterns										19.20%	19.20%	Grandfathered
454	when system is equipped for										19.20%	19.20%	Grandfathered
455	originating records, EACH		MDX		\$ 5.35	\$ 5.00					19.20%	19.20%	Grandfathered
456	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
457	- Per tie line facility equipped										19.20%	19.20%	Grandfathered
458	for terminating records, EACH		MDT		\$ 0.50	\$ 5.00					19.20%	19.20%	Grandfathered
459	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
460	- 201C DataPhone Data Set										19.20%	19.20%	Grandfathered
461	EACH		24V++		\$ 54.65	\$ 95.25					19.20%	19.20%	Grandfathered
462	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
463	- Station Message Detail										19.20%	19.20%	Grandfathered
464	Recording to Premises										19.20%	19.20%	Grandfathered
465	- Additions and Changes										19.20%	19.20%	Grandfathered
466	- SMDR-P records-										19.20%	19.20%	Grandfathered
467	change from recording completed										19.20%	19.20%	Grandfathered
468	calls only to calls attempted										19.20%	19.20%	Grandfathered
469	or vice versa, per system		RCHMC			\$ 19.00					19.20%	19.20%	Grandfathered
470	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
471	- Change in status of all										19.20%	19.20%	Grandfathered
472	station lines in No. 1 ESS										19.20%	19.20%	Grandfathered
473	customer group or individual										19.20%	19.20%	Grandfathered
474	facility from records-not-										19.20%	19.20%	Grandfathered
475	required to records-required		RCHMF			\$ 2.50					19.20%	19.20%	Grandfathered
476	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
477											19.20%	19.20%	Grandfathered
478	- Uniform Numbering/										19.20%	19.20%	Grandfathered
479	Automatic Alternate Routing										19.20%	19.20%	Grandfathered
480	- Common Equipment	GE 2.9.1.C.7	UNR		\$ 414.60	\$ 1,500.00					19.20%	19.20%	Grandfathered

For rates that are cross-referenced in the tariff, see individual tariff section.

	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
481	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
482	Service Establishment Charge					\$ 7,050.00					19.20%	19.20%	Grandfathered
483	- Route Selection Patterns										19.20%	19.20%	Grandfathered
484	- Per UN/AAR pattern		UNP		\$ 3.15	\$ 26.25					19.20%	19.20%	Grandfathered
485	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
486	- Per tie line terminated in										19.20%	19.20%	
487	UN/AAR and/or ARS-D										19.20%	19.20%	
488	pattern(s)		UNF		\$ 2.45						19.20%	19.20%	Grandfathered
489	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
490	- Per facility for Automatic										19.20%	19.20%	
491	Overflow to DDD		UNO		\$ 45.40	\$ 6.75					19.20%	19.20%	Grandfathered
492	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
493											19.20%	19.20%	
494	- Additions and Changes										19.20%	19.20%	
495	- Additions, deletions or										19.20%	19.20%	
496	changes of routes or										19.20%	19.20%	
497	associated FRL's in existing										19.20%	19.20%	
498	patterns, per pattern		RCHUP			\$ 26.25					19.20%	19.20%	Grandfathered
499	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
500	- Additions of patterns,										19.20%	19.20%	
501	per pattern				\$ 3.15	\$ 26.25					19.20%	19.20%	Grandfathered
502	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
503	- Addition or deletion of a										19.20%	19.20%	Grandfathered
504	facility to an existing route										19.20%	19.20%	
505	- Additions or changes in										19.20%	19.20%	
506	on-network location code										19.20%	19.20%	
507	routing, per code		RCHUC			\$ 32.00					19.20%	19.20%	Grandfathered
508	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
509	- Flexible Incoming Call Restriction										19.20%	19.20%	
510	Per one or group of station										19.20%	19.20%	
511	lines activated by the same										19.20%	19.20%	
512	arrangement	GE 2.9.1	FRG		\$ 2.75	\$ 0.25					19.20%	19.20%	Grandfathered
513	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
514	- per station		FRA		\$ 0.05						19.20%	19.20%	Grandfathered
515	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
516	Outgoing Trunk Queuing										19.20%	19.20%	
517	WATS - Phase I										19.20%	19.20%	
518	- Common Equipment, EACH		OTQ		\$ 54.65	\$ 240.00					19.20%	19.20%	Grandfathered
519	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
520	- Queue, EACH		OTT		\$ 3.35	\$ 45.00					19.20%	19.20%	Grandfathered
521	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
522	- Queue Slot, EACH		OTU		\$ 49.30	\$ 20.00					19.20%	19.20%	Grandfathered
523	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
524											19.20%	19.20%	
525	Optional Features										19.20%	19.20%	
526	- Attendant Key Control										19.20%	19.20%	
527	Common Equipment										19.20%	19.20%	
528	- Inhibit Inflow, EACH		OTA		\$ 2.65	\$ 6.75					19.20%	19.20%	Grandfathered
529	S&E Charge					\$ 1.25					19.20%	19.20%	Grandfathered
530	- Inhibit Outflow, EACH		OTB		\$ 2.65	\$ 6.75					19.20%	19.20%	Grandfathered
531	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
532	- Control Channel, EACH										19.20%	19.20%	Grandfathered
533											19.20%	19.20%	Apply charges as specified in Private Line Tariff
534	- Changes and Rearrangements										19.20%	19.20%	
535	- Common Equipment					\$ 90.00					19.20%	19.20%	Grandfathered
536	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
537											19.20%	19.20%	
538	- Quantity of Queue Slots, EACH					\$ 90.00					19.20%	19.20%	Grandfathered
539	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
540	- Queue Threshold Time Limit					\$ 90.00					19.20%	19.20%	Grandfathered
541	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
542	- Inhibit Inflow, EACH					\$ 90.00					19.20%	19.20%	Grandfathered
543	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
544	- Inhibit Outflow, EACH					\$ 90.00					19.20%	19.20%	Grandfathered
545	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
546	- Silence on Queue					\$ 55.00					19.20%	19.20%	Grandfathered
547	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
548	- Change in Overflow Arrangement		NRCOF			\$ 90.00					19.20%	19.20%	Grandfathered
549	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered

Where the tariff and the matrix conflict as to service name, rate, USOC or other price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURIA/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
550	- Priority, per station		NRCOP			\$ 4.00					19.20%	19.20%	Grandfathered
551	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
552											19.20%	19.20%	
553	Paging Access Arrangement		55N		\$ 28.80						19.20%	19.20%	Grandfathered
554											19.20%	19.20%	
555	Preferential Hunt, per list		EH8		\$ 1.35	\$ 4.00					19.20%	19.20%	Grandfathered
556	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
557											19.20%	19.20%	
558	Remote Access Capability										19.20%	19.20%	
559	- Common Equipment										19.20%	19.20%	
560	per Remote Access path		RAUCX		\$ 40.85	\$ 4.00					19.20%	19.20%	Grandfathered
561	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
562	- Changes										19.20%	19.20%	
563	- To change or delete security										19.20%	19.20%	
564	access code, per Remote										19.20%	19.20%	
565	Access Path					\$ 4.00					19.20%	19.20%	Grandfathered
566											19.20%	19.20%	
567	Remote Test Verification System										19.20%	19.20%	
568	- Per system		SXK		\$ 100.00	\$ 900.00					19.20%	19.20%	Grandfathered
569	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
570	Service Establishment Charge					\$ 1,300.00					19.20%	19.20%	Grandfathered
571	- Per station arranged to test		SXT			\$ 4.00					19.20%	19.20%	Grandfathered
572	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
573	Selected Customer Control										19.20%	19.20%	
574	of Facilities										19.20%	19.20%	
575	- Common Equipment, per system		SFY		\$ 2.45	\$ 51.00					19.20%	19.20%	Grandfathered
576	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
577	- Access Denial, per										19.20%	19.20%	
578	facility group denied		SFF		\$ 5.85	\$ 16.75					19.20%	19.20%	Grandfathered
579	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
580											19.20%	19.20%	
581	Simplified Message Desk Interface										19.20%	19.20%	
582	- Per system		AML		\$ 101.00	\$ 373.50					19.20%	19.20%	Grandfathered
583	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
584	- Per station arranged to										19.20%	19.20%	
585	access the message desk		ANZ			\$ 4.00					19.20%	19.20%	Grandfathered
586	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
587	Speed Calling - Six Codes										19.20%	19.20%	
588	- Per speed cllg arrangmt		EST		\$ 0.30	\$ 0.50					19.20%	19.20%	Grandfathered
589	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
590	Speed Calling - Six Codes										19.20%	19.20%	
591	- Per speed cllg arrangmt		ESTC6		\$ 0.30	\$ 0.50					19.20%	19.20%	Grandfathered
592	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
593											19.20%	19.20%	
594	Speed Calling - 30 Codes										19.20%	19.20%	
595	- Per speed calling arrangement		ESF		\$ 1.20	\$ 0.50					19.20%	19.20%	Grandfathered
596	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
597	Speed Calling - 30 Codes										19.20%	19.20%	
598	- Per speed calling arrangement		ESFC3		\$ 1.20	\$ 0.50					19.20%	19.20%	Grandfathered
599	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
600											19.20%	19.20%	
601	Speed Calling Access										19.20%	19.20%	
602	- Per station line		E3G		\$ 0.25						19.20%	19.20%	Grandfathered
603	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
604	Split Service Offering										19.20%	19.20%	
605	- Per addl common block, EACH		EBS		\$ 8.80	\$ 120.00					19.20%	19.20%	Grandfathered
606	S&E Charge					\$ 6.75					19.20%	19.20%	Grandfathered
607											19.20%	19.20%	
608	Sta Dial Code Screen,										19.20%	19.20%	
609	per sta. equipped, each		SCR		\$ 0.15						19.20%	19.20%	Grandfathered
610	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
611	Screening Arrgmt. I,										19.20%	19.20%	
612	Per group of stations		SCW		\$ 65.05						19.20%	19.20%	Grandfathered
613	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
614	Per NPA, each		SCY		\$ 3.30						19.20%	19.20%	Grandfathered
615	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
616	Screening Arrgmt. II										19.20%	19.20%	
617	Per Group of stations		SCZ		\$ 65.05						19.20%	19.20%	Grandfathered
618	S&E					\$ 6.75					19.20%	19.20%	Grandfathered

Where the tariff and this matrix conflict on service name, rate, USOC or rate plan, refer to the tariff.
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1	B		C	D	E	F	G	H	I	J	K	L	M	N	
	SWBT MISSOURIA/O 6/23/00					SWBT Retail Price						SWBT Wholesale Offered Discount			
2	SWBT Service Name		Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments	
619	Per NPA, each			SC1		\$ 3.30						19.20%	19.20%	Grandfathered	
620	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
621	Additions/Rearrmts											19.20%	19.20%		
622	Additions/Deletions to											19.20%	19.20%		
623	each NPA or CO											19.20%	19.20%		
624	Code Group						\$ 293.00					19.20%	19.20%	Grandfathered	
625	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
626	Sta Rearrmt from 1											19.20%	19.20%		
627	screening arrgmt to											19.20%	19.20%		
628	another, per sta or grp											19.20%	19.20%		
629	Without Sta No. Chg.						\$ 273.00					19.20%	19.20%	Grandfathered	
630	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
631	With Sta. No. Chg.						\$ 273.00					19.20%	19.20%	Grandfathered	
632	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
633												19.20%	19.20%		
634	Station Messaging											19.20%	19.20%		
635	Detail Recording											19.20%	19.20%		
636	Common Equipment,											19.20%	19.20%		
637	Per location			CMM		\$ 224.60						19.20%	19.20%	Grandfathered	
638	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
639	Facility group, each			CMW		\$ -						19.20%	19.20%	Grandfathered	
640	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
641	SMDR, per message					\$ 0.02	\$ -					19.20%	19.20%	Grandfathered	
642												19.20%	19.20%		
643	Line Equipment											19.20%	19.20%		
644	Per tie line			CMT		\$ 5.05						19.20%	19.20%	Grandfathered	
645	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
646	SEC						\$ 260.00					19.20%	19.20%	Grandfathered	
647	Per FX line			CMQ		\$ 5.05						19.20%	19.20%	Grandfathered	
648	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
649	SEC						\$ 260.00					19.20%	19.20%	Grandfathered	
650												19.20%	19.20%		
651	Sta. Toll Diversion,			ETA		\$ 0.85	\$ 4.00					19.20%	19.20%	Grandfathered	
652	per station line or tie line						\$ 6.75					19.20%	19.20%	Grandfathered	
653	S&E											19.20%	19.20%		
654	Sta. Toll Restriction,											19.20%	19.20%		
655	per station line or tie											19.20%	19.20%		
656	line			ETB		\$ 0.95	\$ 4.00					19.20%	19.20%	Grandfathered	
657	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
658	TouchTone Calling			TDN		\$ 0.15						19.20%	19.20%	Grandfathered	
659	S&E						\$ 7.75					19.20%	19.20%	Grandfathered	
660	UCD, per station			EH7		\$ 0.25						19.20%	19.20%	Grandfathered	
661	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
662	UCD optional features											19.20%	19.20%		
663	Make Busy Arrgmt.											19.20%	19.20%		
664	Per Group			A9A		\$ 2.60	\$ 0.25					19.20%	19.20%	Grandfathered	
665	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
666	Per Station			A6G		\$ 2.60	\$ 0.25					19.20%	19.20%	Grandfathered	
667	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
668	Queueing											19.20%	19.20%		
669	Common Equipment			A8A		\$ 0.95	\$ 0.50					19.20%	19.20%	Grandfathered	
670	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
671	Per sta. line arranged			A82		\$ 2.65						19.20%	19.20%	Grandfathered	
672	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
673	Queue Slot, each			A83RA		\$ 0.30						19.20%	19.20%	Grandfathered	
674	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
675	Line Additive for											19.20%	19.20%		
676	incoming call queue,											19.20%	19.20%		
677	each			A6Z		\$ 40.50						19.20%	19.20%	Grandfathered	
678	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
679	Sta. Exchange Acc.			A6W		\$ 22.20						19.20%	19.20%	Grandfathered	
680	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
681	Sta. Intercom Acc.			A6Y		\$ 13.20						19.20%	19.20%	Grandfathered	
682	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
683	Call Wait indication,											19.20%	19.20%		
684	each			A66CE		\$ 4.80	\$ 0.25					19.20%	19.20%	Grandfathered	
685	S&E						\$ 6.75					19.20%	19.20%	Grandfathered	
686	Delay Announcement			A8GCE		\$ 81.10	\$ 0.25					19.20%	19.20%	Grandfathered	

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	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
687	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
688	Per Announcement										19.20%	19.20%	
689	Trunk		A8GAT		\$ 11.05	\$ 0.50					19.20%	19.20%	Grandfathered
690	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
691	Per Station		A8GST		\$ 2.25						19.20%	19.20%	Grandfathered
692	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
693											19.20%	19.20%	
694	Centrex Attd. Pos.	GE 2.10.1									19.20%	19.20%	
695	Attd. Acc. line, with										19.20%	19.20%	
696	attd. telephone		EAK		\$ 61.25						19.20%	19.20%	Grandfathered
697	S&E					\$ 28.50					19.20%	19.20%	Grandfathered
698	50A Console	GE 2.10.1.A									19.20%	19.20%	
699	121 type		CXK		\$ 126.20	\$ 1,100.00					19.20%	19.20%	Grandfathered
700	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
701											19.20%	19.20%	
702	131 type		CXD		\$ 204.85	\$ 1,250.00					19.20%	19.20%	Grandfathered
703	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
704											19.20%	19.20%	
705	151 type		CYX		\$ 219.50	\$ 1,450.00					19.20%	19.20%	Grandfathered
706	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
707	Attd. Acc. Line										19.20%	19.20%	
708	Cust. Acc. Ln., each		EAU		\$ 10.60	\$ 11.00					19.20%	19.20%	Grandfathered
709	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
710	CO Equipment, each		EAR		\$ 65.30						19.20%	19.20%	Grandfathered
711	Station Line Busy					\$ 28.50					19.20%	19.20%	Grandfathered
712	Indication, ea 25 stas		CX6		\$ 21.65	\$ 121.50					19.20%	19.20%	Grandfathered
713	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
714	Trunk Grp Bsy Arr.										19.20%	19.20%	
715	CPE, per trunk grp		EAW		\$ 2.15	\$ 25.25					19.20%	19.20%	Grandfathered
716	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
717	CO equip. per trk grp		EAX		\$ 8.25						19.20%	19.20%	Grandfathered
718	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
719	Pos. Busy Feature,										19.20%	19.20%	
720	per console		CXJ		\$ 3.70						19.20%	19.20%	Grandfathered
721	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
722	Charge laceplate		FPC+X			\$ 141.50					19.20%	19.20%	Grandfathered
723	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
724											19.20%	19.20%	
725	51A Console	GE 2.10.1.B									19.20%	19.20%	
726	Prim Com. Eq. each		ED5		\$ 380.60	\$ 8,500.00					19.20%	19.20%	Grandfathered
727	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
728	Central Office, each		EDK		\$ 122.25						19.20%	19.20%	Grandfathered
729	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
730	Add'l Com Eq., each		ED6		\$ 73.55	\$ 305.50					19.20%	19.20%	Grandfathered
731	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
732	Attend. Console, 27A										19.20%	19.20%	
733	CPE		ED7		\$ 116.65	\$ 342.00					19.20%	19.20%	Grandfathered
734	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
735	CO equip.		EDD		\$ 31.60						19.20%	19.20%	Grandfathered
736	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
737	Attend. Console, 47A										19.20%	19.20%	
738	CPE		ED4		\$ 124.70	\$ 458.00					19.20%	19.20%	Grandfathered
739	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
740	CO equip.		EED		\$ 34.20						19.20%	19.20%	Grandfathered
741	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
742	Attd. Acc. Line, each		EDA		\$ 21.45						19.20%	19.20%	Grandfathered
743	S&E					\$ 28.50					19.20%	19.20%	Grandfathered
744	Lamp multiple unit		EDG		\$ 28.90	\$ 278.00					19.20%	19.20%	Grandfathered
745	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
746	Attd. Trk Term.										19.20%	19.20%	
747	CPE		EAV		\$ 10.65	\$ 278.00					19.20%	19.20%	Grandfathered
748	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
749	CO equipment		EDF		\$ 40.70						19.20%	19.20%	Grandfathered
750	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
751	Pos bsy feature, per										19.20%	19.20%	
752	console		CXJ		\$ 3.70						19.20%	19.20%	Grandfathered
753	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
754	Trk Grp. Bsy Arrgmt										19.20%	19.20%	
755	CPE		EDJ		\$ 26.40	\$ 281.50					19.20%	19.20%	Grandfathered

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	B	C	D	E	F	G	H	I	J	K	L	M	N
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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
756	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
757	CO Equipment		EAX		\$ 8.25						19.20%	19.20%	Grandfathered
758	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
759	Change Faceplate		FPC+X			\$ 141.50					19.20%	19.20%	Grandfathered
760	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
761											19.20%	19.20%	
762	50B Console	GE 2.10.1.C									19.20%	19.20%	
763	SEC					\$ 1,750.00					19.20%	19.20%	Grandfathered
764	Elect Attd. Console		ECB++		\$ 356.45	\$ 610.00					19.20%	19.20%	Grandfathered
765	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
766	Elect Attd. Console,										19.20%	19.20%	
767	with DSS/bsy p., ea.		ECG++		\$ 429.30	\$ 610.00					19.20%	19.20%	Grandfathered
768	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
769	Multi-lin Electr. Tele.										19.20%	19.20%	
770	Attd. Console, ea.		ECH++		\$ 215.55	\$ 540.00					19.20%	19.20%	Grandfathered
771	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
772	Console Ln. Ckt. Pk.		ECP		\$ 14.90	\$ 23.25					19.20%	19.20%	Grandfathered
773	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
774	Direct Sta Selection/										19.20%	19.20%	
775	Bsy Lp. Field scan										19.20%	19.20%	
776	unit										19.20%	19.20%	
777	1st 50 stations		ECU		\$ 94.45	\$ 145.50					19.20%	19.20%	Grandfathered
778	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
779	Each add'l 25 stas.		ECL		\$ 12.05	\$ 51.75					19.20%	19.20%	Grandfathered
780	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
781	Opt. Eq. Cab. for										19.20%	19.20%	
782	Control/Scan units		ECJ		\$ 43.00	\$ 50.25					19.20%	19.20%	Grandfathered
783	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
784	Attd. Acc. Ln.		EAR		\$ 65.30						19.20%	19.20%	Grandfathered
785	S&E					\$ 28.50					19.20%	19.20%	Grandfathered
786	Trk Grp Bsy Arrgmt										19.20%	19.20%	
787	CPE, per trk grp.		EAW		\$ 2.15	\$ 25.25					19.20%	19.20%	Grandfathered
788	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
789	C.O., per trk grp.		EAX		\$ 8.25						19.20%	19.20%	Grandfathered
790	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
791	Pos. Bsy Feature,										19.20%	19.20%	
792	per console		CXJ		\$ 3.70						19.20%	19.20%	Grandfathered
793	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
794	Additions/Changes										19.20%	19.20%	
795	Equipment Addition										19.20%	19.20%	
796	Charge, per occas.						\$ 830.00				19.20%	19.20%	Grandfathered
797	S&E					\$ 6.25					19.20%	19.20%	Grandfathered
798	Change faceplate		FPC+X			\$ 6.25	\$ 141.50				19.20%	19.20%	Grandfathered
799	S&E										19.20%	19.20%	Grandfathered
800											19.20%	19.20%	
801	CONFERENCE TELEPHONE SERVICE-LOCAL	GE 3									19.20%	19.20%	
802	Set-up charge	GE 3.3(A)				\$ 1.50					19.20%	19.20%	For each Exchange Access arrangement. Grandfathered
803	Charge per minute Initial minute										19.20%	19.20%	
804	0-14 miles	GE 3.3(C)						\$ 0.04			19.20%	19.20%	Grandfathered
805	15-28 miles	GE 3.3(C)						\$ 0.05			19.20%	19.20%	Grandfathered
806	Over 28 miles	GE 3.3(C)						\$ 0.06			19.20%	19.20%	Grandfathered
807	Charge per minute additional minute										19.20%	19.20%	
808	0-14 miles	GE 3.3(C)						\$ 0.01			19.20%	19.20%	Grandfathered
809	15-28 miles	GE 3.3(C)						\$ 0.02			19.20%	19.20%	Grandfathered
810	Over 28 miles	GE 3.3(C)						\$ 0.03			19.20%	19.20%	Grandfathered
811	Day rate full rates	GE 3.3(D)									19.20%	19.20%	
812	Evening rate (M-F&Sun, 5-11PM) 20% discount on day rate	GE 3.3(D)									19.20%	19.20%	
813	Night/Weekend (M-Sun, 11pm-8am, Sat, Sun 8am-5pm) 35% discount on day rate	GE 3.3(D)									19.20%	19.20%	
814													
815	Directory Assistance Call Completion												
816	Fully-Automated DACC	GE 6.15.4.C											
817	- Sent-Paid Pay Telephones						\$ 0.25				13.91%	13.91%	
818	- Sent-Paid Non-Pay Telephones						\$ 0.30				13.91%	13.91%	
819	- Telecommunications Company Calling Card										13.91%	13.91%	Apply sta.-to-sta. Calling Card Operator Assistance service charge located in LDMTS or Local Tariffs.

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	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
820	- Collect										13.91%	13.91%	Apply sta.-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs.
821	- Bill to Third Number										13.91%	13.91%	Apply State-to-sta. Bill to Third Number Operator Assistance service charge located in LDMS or Local Tariffs.
822	Sent-Automated DACC	GE 6.15.4.C									13.91%	13.91%	Apply sta.-to-sta. Sent-Paid Operator Assistance service charge located in the LDMS or Local Tariffs.
823	- Sent-Paid										13.91%	13.91%	Apply sta.-to-sta. Collect Operator Assistance service charge located in LDMS or Local Tariffs.
824	- Telecommunications Company Calling Card										13.91%	13.91%	Apply sta.-to-sta. Calling Card Operator Assistance service charge located in LDMS or Local Tariffs.
825	- Collect										13.91%	13.91%	Apply State-to-sta. Bill to Third Number Operator Assistance service charge located in LDMS or Local Tariffs.
826	- Bill to Third Number										13.91%	13.91%	Grandfathered until 5/2/98--then discontinued completely
827	Person-to-Person	GE 6.15.4.D									13.91%	13.91%	
828	- Optional Monthly Rate Plan		DC5UU		\$ 1.25						13.91%	13.91%	
829											19.20%	19.20%	
830											19.20%	19.20%	
831	AutoConnect	GE 6									19.20%	19.20%	
832	Option A	GE 6.17.3	DC5RC		\$ 50.00		\$ 0.05				19.20%	19.20%	
833	Option B	GE 6.17.3	DC5R2		\$ 10.00		\$ 0.30				19.20%	19.20%	
834											19.20%	19.20%	
835	HOTEL/MOTEL RESERVATION SERVICE AT	GE 10.2.1	1BG								19.20%	19.20%	See Local Exchange Tariff for Flat Rate Trunk Rates
836	MUNICIPAL AIRPORT TERMINALS		1BJ								19.20%	19.20%	
837											19.20%	19.20%	
838	MESSAGE RATE SERVICE	GE 11.1									19.20%	19.20%	See Local Exchange Tariff. Plus charges for local messages in excess of the message allowance
839											19.20%	19.20%	
840	MILEAGE OUTSIDE THE BASE RATE AREA	GE 12.1	1LSSA		\$ 2.05						19.20%	19.20%	
841											19.20%	19.20%	
842	MISCELLANEOUS SERVICE OFFERINGS	GE 13									19.20%	19.20%	
843	MISCELLANEOUS EQUIPMENT	GE 13									19.20%	19.20%	
844											19.20%	19.20%	
845	ACD										19.20%	19.20%	
846	Provided by ESS Plans I & II Service Transfer	GE 13.2.1 B.11.E				\$ 250.00					19.20%	19.20%	Grandfathered
847											19.20%	19.20%	
848	NRC FOR TYPES A & B CONVERSION FACTORS	GE 13.2.1.B.12.A									19.20%	19.20%	Grandfathered
849	24 MONTHS					\$ 0.05					19.20%	19.20%	Grandfathered
850	48 MONTHS					\$ 0.03					19.20%	19.20%	Grandfathered
851	72 MONTHS					\$ 0.02					19.20%	19.20%	Grandfathered
852	96 MONTHS					\$ 0.02					19.20%	19.20%	Grandfathered
853	NRC FOR TYPE C CONVERSION FACTORS	GE 13.2.1.B.12.B									19.20%	19.20%	
854	36 MONTHS					\$ 0.33					19.20%	19.20%	Grandfathered
855	60 MONTHS					\$ 0.02					19.20%	19.20%	Grandfathered
856	84 MONTHS					\$ 0.02					19.20%	19.20%	Grandfathered
857	120 MONTHS					\$ 0.01					19.20%	19.20%	Grandfathered
858											19.20%	19.20%	
859	TYPE A ACD-ESS COMM. EQUIP.	GE 13.2.1.D.1	A8A		\$ 13.70	\$ 588.00					19.20%	19.20%	Grandfathered
860	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
861											19.20%	19.20%	
862	TYPE A STATION LINE	GE 13.2.1.D.1	A89		\$ 33.35	\$ 11.80					19.20%	19.20%	Grandfathered
863	S&E					\$ 28.50					19.20%	19.20%	Grandfathered
864											19.20%	19.20%	
865	TYPE A MAKE BUSY ARRANGE PER STATION	GE 13.2.1.D.1	A8G		\$ 2.00	\$ 44.00					19.20%	19.20%	Grandfathered
866	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
867											19.20%	19.20%	
868	TYPE A MAKE BUSY ARRANGE PER GROUP OF	GE 13.2.1.D.1	A9A		\$ 2.00	\$ 44.00					19.20%	19.20%	Grandfathered

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	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
869	STATIONS										19.20%	19.20%	
870	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
871											19.20%	19.20%	
872	CALLS WAITING INDICATION, CO EQUIP. TYPE A&B	GE 13.2.1 D.1	A66CE		\$ 3.75	\$ 118.00					19.20%	19.20%	Grandfathered
873	PERUNIQUE TIMING STATE INDICATED IN SPLIT, EACH										19.20%	19.20%	
874	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
875											19.20%	19.20%	
876	TYPE B PREMISES COMMON EQUIP.	GE 13.2.1 D.1	A8JCE		SEE 13.2.1, D3	SEE 13.2.1, D3					19.20%	19.20%	
877											19.20%	19.20%	
878	TYPE A & B DELAY ANNOUNCE. PER	GE 13.2.1 D.1	A8GCE		\$ 48.25	\$ 99.00					19.20%	19.20%	Grandfathered
879	ANNOUNCE. --S&E					\$ 6.75					19.20%	19.20%	Grandfathered
880											19.20%	19.20%	
881	TYPE A & B DELAY ANNOUNCE. PER	GE 13.2.1 D.1	A8GAT		\$ 9.70	\$ 100.00					19.20%	19.20%	Grandfathered
882	ANNOUNCE. ACCESS TRUNK, EACH										19.20%	19.20%	
883	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
884											19.20%	19.20%	
885	TYPE A DELAY ANNOUNCE PER STATION, EACH	GE 13.2.1 D.1	A8GST		\$ 0.85						19.20%	19.20%	Grandfathered
886	SERVICE EQUIP.					\$ 6.75					19.20%	19.20%	Grandfathered
887											19.20%	19.20%	
888	TYPE B DELAY ANNOUNCE. PER ACD-ESS	GE 13.2.1 D.1	A8GTT		\$ 1.70						19.20%	19.20%	Grandfathered
889	TERMINAL, EACH										19.20%	19.20%	
890	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
891											19.20%	19.20%	
892	NETWORK ACCESS REGISTER TYPE A & B	GE 13.2.1 D.1			PBX TRUNK RATE						19.20%	19.20%	Grandfathered
893											19.20%	19.20%	
894											19.20%	19.20%	
895	TYPE A & B FOREIGN EXCHANGE										19.20%	19.20%	
896	& FOR CO SVC TERM	GE 13.2.1 D.1	A8EFX		\$ 49.40	\$ 123.00					19.20%	19.20%	Grandfathered
897	ACD - ESS QUEUING EQUIP. EACH										19.20%	19.20%	
898	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
899											19.20%	19.20%	
900	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	A8ETL		\$ 48.85	\$ 123.00					19.20%	19.20%	Grandfathered
901	SERVICE-(CCSA)- ACCESS LINE TERMINATION										19.20%	19.20%	
902	ON ACD-ESS, QUEUING EQUIP., EACH										19.20%	19.20%	
903	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
904											19.20%	19.20%	
905	TYPE A & B TIE LINE OR PRIVATE SWITCHED	GE 13.2.1 D.1	A3L		\$ 56.30	\$ 123.00					19.20%	19.20%	Grandfathered
906	SERVICE-(CCSA)- ACCESS LINE TERMINATION										19.20%	19.20%	
907	ON ACD-ESS, NON- QUEUING EQUIP., EACH										19.20%	19.20%	
908	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
909											19.20%	19.20%	
910	TYPE B - ACD-ESS COMMON EQUIP./ SYSTEM	GE 13.2.1 D.1	A3D		\$ 1,350.60	\$ 9,200.00					19.20%	19.20%	Grandfathered
911	CENTRAL OFF. COMPONENTS										19.20%	19.20%	
912											19.20%	19.20%	
913	PREMISES COMPONENTS	GE 13.2.1 D.1	A3P		SEE 13.2.1, D3	SEE 13.2.1, D3					19.20%	19.20%	Grandfathered
914	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
915											19.20%	19.20%	
916	TYPE B PER 120 CONSOLES OR FRACTION THEREOF	GE 13.2.1 D.1	A3Z		\$ 167.65	\$ 351.00					19.20%	19.20%	Grandfathered
917	SERVICE EQUIP.					\$ 5.50					19.20%	19.20%	Grandfathered
918											19.20%	19.20%	
919	TYPE B PER 72 CONSOLES OR FRACTION THEREOF	GE 13.2.1 D.1	A8B		SEE 13.2.1, D3	SEE 13.2.1, D3					19.20%	19.20%	Grandfathered
920	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
921											19.20%	19.20%	
922	TYPE B PER SPLIT ARRANGED FOR QUEUING	GE 13.2.1 D.1	A3S		\$ 7.60	\$ 438.00					19.20%	19.20%	Grandfathered
923	FIRST ON REQUEST ORDER										19.20%	19.20%	Grandfathered
924	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
925											19.20%	19.20%	
926	EACH ADD. ON SAME ORDER	GE 13.2.1 D.1	A3S		\$ 7.60	\$ 341.00					19.20%	19.20%	Grandfathered
927	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
928											19.20%	19.20%	
929	TYPE A & B QUEUE SLOT, EACH	GE 13.2.1 D.1	A83RA		\$ 1.60	\$ 10.10					19.20%	19.20%	Grandfathered
930	S&E					\$ 6.75					19.20%	19.20%	Grandfathered
931											19.20%	19.20%	
932	ATTENDANT POSITIONS TYPE B - PER AGENT	GE 13.2.1 D.1	A8C		SEE 13.2.1, D3	SEE 13.2.1, D3					19.20%	19.20%	Grandfathered

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1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
933	OR SUPERVISORY MULTIBUTTON CONSOLE, EACH										19.20%	19.20%	Grandfathered
934	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
935											19.20%	19.20%	
936	PER SUPERVISOR SINGLE LINE SET EACH	GE 13.2.1 D.1	A9B								19.20%	19.20%	
937											19.20%	19.20%	
938	ROTARY DIAL	GE 13.2.1 D.1	A9B		\$ 1.80						19.20%	19.20%	Grandfathered
939	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
940											19.20%	19.20%	
941	TOUCH - TONE		A9B		\$ 2.55						19.20%	19.20%	Grandfathered
942	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
943											19.20%	19.20%	
944											19.20%	19.20%	
945	ACD- ESS TERMINAL EACH TYPE B, EACH	GE 13.2.1 D.1	A3E		\$ 26.30	\$ 25.00					19.20%	19.20%	Grandfathered
946	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
947											19.20%	19.20%	
948	TYPE B AGENT ASSIST TERMINAL	GE 13.2.1 D.1	A3G		\$ 5.80	\$ 158.50					19.20%	19.20%	Grandfathered
949	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
950											19.20%	19.20%	
951	AGENT CALL TERMINAL, EACH	GE 13.2.1 D.1	A3J		\$ 5.35	\$ 158.50					19.20%	19.20%	Grandfathered
952	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
953											19.20%	19.20%	
954	NIGHT TRANSFER PER SPLIT EQUIPPED	GE 13.2.1 D.1	A3T		\$ 1.85	\$ 37.60					19.20%	19.20%	Grandfathered
955	TYPE B										19.20%	19.20%	Grandfathered
956	S&E					\$ 6.00					19.20%	19.20%	
957											19.20%	19.20%	
958	CALL ORIGIN ANNOUNCEMENTS TYPE B PER ANNOUNCEMENT	GE 13.2.1 D.1	A8FTG		\$ 48.25	\$ 89.00					19.20%	19.20%	Grandfathered
959	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
960											19.20%	19.20%	
961	TYPE B ADD EQUIP. FOR FOREIGN EXCH. OR FOREIGN SERVING OFFICE LINES TO REACH CALL ORIGIN ANNOUNCEMENTS, EACH LINE	GE 13.2.1 D.1	A8FTE		\$ 2.55	\$ 69.75					19.20%	19.20%	Grandfathered
962											19.20%	19.20%	
963	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
964											19.20%	19.20%	
965	TYPE B PER ACD-ESS TERMINAL	GE 13.2.1 D.1	A8FTR		\$ 1.25						19.20%	19.20%	Grandfathered
966	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
967											19.20%	19.20%	
968	FLEXIBLE 1ST DELAY ANNOUNCE TYPE B	GE 13.2.1 D.1									19.20%	19.20%	
969											19.20%	19.20%	
970	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
971											19.20%	19.20%	
972	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
973											19.20%	19.20%	
974	AGENT EMERGENCY ALERT ARRANGEMENT	GE 13.2.1 D.1	A8SAM		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
975	WITH SERVICE SUPERVISION										19.20%	19.20%	Grandfathered
976	TYPE B SERVICE EQUIP				SEE 13.2.1.D3						19.20%	19.20%	Grandfathered
977											19.20%	19.20%	
978	SYSTEM DISPLAY & CONTROL EQUIP.	GE 13.2.1 D.1									19.20%	19.20%	
979	TYPE B DISPLAY CONTROL UNIT, CENTRAL OFFICE COMPONENTS	GE 13.2.1 D.1	A4C		\$ 20.85	\$ 233.00					19.20%	19.20%	Grandfathered
980											19.20%	19.20%	
981	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
982											19.20%	19.20%	
983	TYPE B PREMISE COMPONENTS	GE 13.2.1 D.1	A8K		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
984											19.20%	19.20%	
985	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
986											19.20%	19.20%	
987	TYPE B OPTIONAL PRINTER	GE 13.2.1 D.1	A8P		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
988	ASSOCIATED W/DISPLAY & CONTROL UNIT										19.20%	19.20%	Grandfathered
989	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
990											19.20%	19.20%	
991	TYPE B AGENT TO SPLIT PATTERNS	GE 13.2.1 D.1	A9GAS		\$ 5.40	\$ 233.00					19.20%	19.20%	Grandfathered

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1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
992	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
993											19.20%	19.20%	
994	-TYPE B AGENT TO REPORTING GROUP	GE 13.2.1.D.1	A9GAR		\$ 5.40	\$ 208.00					19.20%	19.20%	Grandfathered
995	PATTERNS, EACH										19.20%	19.20%	
996	S&E					\$ 6.00					19.20%	19.20%	
997											19.20%	19.20%	Grandfathered
998	DYNAMIC TRAFFIC DISPLAY										19.20%	19.20%	
999	-TYPE B COMMON EQUIP, UP TO 20 DISPLAY UNITS	GE 13.2.1.D.1	A8LCE		\$ 19.10	\$ 1,100.00					19.20%	19.20%	Grandfathered
1000	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1001	-TYPE B - PER SPLIT	GE 13.2.1.D.1	A8LSP		\$ 9.20						19.20%	19.20%	Grandfathered
1002	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1003	-TYPE B - DYNAMIC TRAFFIC DISPLAY - 1 SPLIT		A8M		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1004	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1005	-TYPE B-DISPLAY CONTROLLER, 1 PER 20 UNITS	GE 13.2.1.D.1	A8LUC		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1006	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1007	-TYPE B-COMMON EQUIP, 1 PER 30 DD UNITS	GE 13.2.1.D.1	A8LMF		\$ 56.85						19.20%	19.20%	Grandfathered
1008	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1009											19.20%	19.20%	
1010	AGENT STATUS DISPLAY CONSOLE - TYPE B, EACH	GE 13.2.1.D.1	A9C		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1011	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1012	KEY CONTROL & ALARM CONSOLE	GE 13.2.1.D.1									19.20%	19.20%	
1013	-UP TO 10 KEYS EQUIPPED FOR ALARM TYPE B	GE 13.2.1.D.1	A8Q		SEE 13.2.1.D3	SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1014	S&E					SEE 13.2.1.D3					19.20%	19.20%	Grandfathered
1015	KEYS FOR ACTIVE/DEACTIV. OF CONTROL FUNCTION, EACH KEY TYPE B	GE 13.2.1.D.1	A4K		\$ 1.75	\$ 84.25					19.20%	19.20%	Grandfathered
1016	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1017	TELETYPEWRITER - MIS										19.20%	19.20%	
1018	COMMON EQUIP, TYPE B, 1 PER ACD-ESS	GE 13.2.1.D.1	A8T		\$ 151.35	\$ 572.00					19.20%	19.20%	Grandfathered
1019	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1020	SPLIT COUNTS COMMON EQUIP 1 FOR @ 5 SPLITS	GE 13.2.1.D.1									19.20%	19.20%	
1021	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8SHH		\$ 124.95	\$ 50.50					19.20%	19.20%	Grandfathered
1022	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1023	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8SHC		\$ 62.45	\$ 50.50					19.20%	19.20%	Grandfathered
1024	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1025	COUNTS PER SPLIT, UP TO 19, TYPE B	GE 13.2.1.D.1	A8SSC		\$ 13.70	\$ 302.00					19.20%	19.20%	Grandfathered
1026	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1027	REPORT GROUP COUNTS										19.20%	19.20%	
1028	- REPORT GROUPS, EACH TYPE B	GE 13.2.1.D.1	A8VCE		\$ 4.40	\$ 269.00					19.20%	19.20%	Grandfathered
1029	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1030											19.20%	19.20%	
1031	COMMON EQUIP, 1 FOR @5 REPORT GRPS										19.20%	19.20%	
1032	HALF HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHH		\$ 79.05	\$ 50.50					19.20%	19.20%	Grandfathered
1033	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1034	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHC		\$ 39.55	\$ 50.50					19.20%	19.20%	Grandfathered
1035	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1036	COUNTS PER REPORT GROUP, UP TO 9 1/2 HOURLY, HOURLY OR DAILY TYPE B	GE 13.2.1.D.1	A8VRC		\$ 6.45	\$ 302.00					19.20%	19.20%	Grandfathered
1037	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1038											19.20%	19.20%	
1039											19.20%	19.20%	
1040	TRUNK GROUP COUNTS										19.20%	19.20%	
1041	COMMON EQUIP, 1 FOR @5 GROUP										19.20%	19.20%	
1042	1/2 HOURLY/DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHH		\$ 26.30	\$ 50.50					19.20%	19.20%	Grandfathered
1043	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1044	HOURLY & DAILY COUNTS TYPE B	GE 13.2.1.D.1	A8VHC		\$ 13.20	\$ 50.50					19.20%	19.20%	Grandfathered
1045	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1046	COUNTS PER GROUP UP TO 6 TYPE B	GE 13.2.1.D.1	A8WTC		\$ 4.30	\$ 224.00					19.20%	19.20%	Grandfathered
1047	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1048	NON-USAGE TRUNK REPORTS, COMM. EQUIP, TYPE B	GE 13.2.1.D.1	A8XCE		\$ 5.10	\$ 176.00					19.20%	19.20%	Grandfathered

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1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1049	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1050	NON-USAGE TRUNK REPORTS, PER TRUNK TYPE B	GE 13.2.1.D.1	A8XTE		\$ 0.20						19.20%	19.20%	Grandfathered
1051	S&E					\$ 6.00					19.20%	19.20%	Grandfathered
1052	EQUIP FOR SERV. SUPERVISING OF AGENT CONSOLE POSITION CIRCUITS AGENT ASSIST. & OR AGENT										19.20%	19.20%	Grandfathered
1053	AGENT CALL TERMINAL TYPE B	GE 13.2.1.D.1	A8HAT		\$ 6.60						19.20%	19.20%	Grandfathered
1054	S&E					\$ 5.50					19.20%	19.20%	Grandfathered
1055	COMMON EQUIP/1 FOR 72 CONSOLES TYPE B	GE 13.2.1.D.1	A8HCE		SEE 13.2.1.D.3	SEE 13.2.1.D.3					19.20%	19.20%	Grandfathered
1056	S&E					SEE 13.2.1.D.3					19.20%	19.20%	Grandfathered
1057	AUX. EQUIP/1 FOR 24 CONSOLES TYPE B	GE 13.2.1.D.1	A8HAE		SEE 13.2.1.D.3	SEE 13.2.1.D.3					19.20%	19.20%	Grandfathered
1058	SERVICE/EQUIP					SEE 13.2.1.D.3					19.20%	19.20%	Grandfathered
1059	SERV. SUPER TRUNK ACCESS MAX 6 FOR 72										19.20%	19.20%	Grandfathered
1060	TYPE B	GE 13.2.1.D.1	A8HMT		\$ 12.40	\$ 595.00					19.20%	19.20%	Grandfathered
1061	SERVICE/EQUIP					\$ 5.50					19.20%	19.20%	Grandfathered
1062	OPTIONAL EMERGENCY RESERVE POWER TYPE B	GE 13.2.1.D.1									19.20%	19.20%	RATES PROVIDED BY SPECIAL SVC
1063	AGENT INFORMATION/ANNOUNCE ACCESS TYPE A & B	GE 13.2.1.D.1									19.20%	19.20%	ARRANGE REQUEST.
1064	ALTERNATE TRAFFIC ROUTING										19.20%	19.20%	Grandfathered
1065	COMMON EQUIP. CENT. OFF. TYPE B, PER SYSTEM	GE 13.2.1.D.1	A4RCE		\$ 0.95						19.20%	19.20%	Grandfathered
1066	SERVICE/EQUIP					\$ 6.00					19.20%	19.20%	Grandfathered
1067	PER SPLIT, TYPE B	GE 13.2.1.D.1	A4RSE		\$ 8.25	\$ 101.00					19.20%	19.20%	Grandfathered
1068	SERVICE/EQUIP					\$ 6.00					19.20%	19.20%	Grandfathered
1069	NRC FOR EQUIP OR FEATURE ADDITION TYPES A&B										19.20%	19.20%	Grandfathered
1070	MAJOR ADDITION	GE 13.2.1.D.1				\$ 300.00					19.20%	19.20%	Grandfathered
1071	MINOR ADDITION	GE 13.2.1.D.1				\$ 75.00					19.20%	19.20%	Grandfathered
1072											19.20%	19.20%	
1073	ACD-ESS	GE 13									19.20%	19.20%	
1074											19.20%	19.20%	
1075	Type C Service:	GE 13.2.1.D.2									19.20%	19.20%	
1076	CO System Components:	GE 13.2.1.D.2.a									19.20%	19.20%	
1077	Common Equipment	GE 13.2.1.D.2.a	A2B		\$ 1,448.60	\$ 10,600.00					19.20%	19.20%	Grandfathered
1078	Attendant Line Frame	GE 13.2.1.D.2.a	A3Z		\$ 138.50	\$ 740.00					19.20%	19.20%	Grandfathered
1079	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1080	ACD-ESS Terminal, each	GE 13.2.1.D.2.a	A2T		\$ 18.60	\$ 9.50					19.20%	19.20%	Grandfathered
1081	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1082	Queueing Service/per split:	GE 13.2.1.D.2.a									19.20%	19.20%	Grandfathered
1083	1st Requested Order		A3S		\$ 6.25	\$ 268.50					19.20%	19.20%	Grandfathered
1084	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1085	Each Add. on Same Order		A3S		\$ 6.25	\$ 68.75					19.20%	19.20%	Grandfathered
1086	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1087	Queue Slot, each	GE 13.2.1.D.2.a	A83RA		\$ 0.70						19.20%	19.20%	Grandfathered
1088	Svc & Equipment					\$ 6.75					19.20%	19.20%	Grandfathered
1089	Network Access Register, each	GE 13.2.1.D.2.a				PBX Trunk Rate					19.20%	19.20%	Grandfathered
1090	Foreign Ex. & Serving Office Termination queueing equip.	GE 13.2.1.D.2.a	A8EFX		\$ 45.55						19.20%	19.20%	Grandfathered
1091	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1092	Tie Line/CCSA Access Line Termination queueing equip.	GE 13.2.1.D.2.a	A8ETL		\$ 45.65						19.20%	19.20%	Grandfathered
1093	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1094	Tie Line/CCSA Access Line Term, not queueing equip.	GE 13.2.1.D.2.a	A3L		\$ 37.65						19.20%	19.20%	Grandfathered
1095	Svc. & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1096	Data Link	GE 13.2.1.D.2.a									19.20%	19.20%	Grandfathered
1097	Per 100 consoles		A2C		\$ 110.25	\$ 260.00					19.20%	19.20%	Grandfathered
1098	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1099	AEMIS Interface		A2E		\$ 110.25	\$ 260.00					19.20%	19.20%	Grandfathered

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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1100	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1101											19.20%	19.20%	
1102	Premises System Components:	GE 13.2.1.D.2.b									19.20%	19.20%	
1103	Cabinet A Assembly	GE 13.2.1.D.2.b									19.20%	19.20%	
1104	1st Cabinet A		A21		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1105	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1106	Each additional Cabinet A		A22		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1107	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1108	Cabinet B Assembly	GE 13.2.1.D.2.b	A2F		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1109	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1110	Add. Line Circuit Carriers	GE 13.2.1.D.2.b	A2L		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1111	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1112											19.20%	19.20%	
1113	Consoles:	GE 13.2.1.D.2.b									19.20%	19.20%	
1114	10-button										19.20%	19.20%	
1115	Agent, each		A2G		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1116	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1117	Supervisor, each		A2M		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1118	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1119	20-button										19.20%	19.20%	Grandfathered
1120	Agent, each		A2H		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1121	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1122	Supervisor, each		A2N		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1123	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1124	With Fixed Lamp Field										19.20%	19.20%	
1125	Agent, each		A2J		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1126	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1127	Supervisor, each		A2P		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1128	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1129	With Alphanumeric Field										19.20%	19.20%	
1130	Agent, each		A2K		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1131	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1132	Supervisor, each		A2V		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1133	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1134											19.20%	19.20%	
1135	Supervisor single-line set, each		A9B++		\$ 2.55						19.20%	19.20%	Grandfathered
1136	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1137											19.20%	19.20%	
1138	Basic Common Equip., 1-200 consoles & 14 Cathode Ray Tubes	GE 13.2.1.D.2.b	A5CCE		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1139	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1140											19.20%	19.20%	
1141	Add. Equip. for systems w/200+ consoles	GE 13.2.1.D.2.b	A5CAC		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1142	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1143											19.20%	19.20%	
1144	CRTs:	GE 13.2.1.D.2.b									19.20%	19.20%	
1145	Black & White		A5H		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1146	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1147	Color		A5J		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered

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2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1148	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1149	Equip. to Remote CRT* in same bldg. beyond 50ft. from AEMIS Control Equip., each 100 ft.		A5FR5		\$ 2.60	\$ 116.00					19.20%	19.20%	Grandfathered
1150	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1151	Equip. to Remote CRT* in different bldg. and/or beyond 1,000ft from AEMIS Control Equip., each		A5FRT		\$ 1.95	\$ 172.00					19.20%	19.20%	Grandfathered
1152	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1153											19.20%	19.20%	
1154	Incoming Call Identification:	GE 13.2.1.D.2.c									19.20%	19.20%	
1155	Audible Option:	GE 13.2.1.D.2.c									19.20%	19.20%	
1156	Per announcement	A8FTG			\$ 52.15	\$ 81.25					19.20%	19.20%	Grandfathered
1157	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1158	Equip. for Foreign Ex., Foreign Serving Office or Tie Line	A8FTE			\$ 4.20	\$ 57.00					19.20%	19.20%	Grandfathered
1159	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1160	Per ACD-ESS Terminal	A8FTR			\$ 0.10						19.20%	19.20%	Grandfathered
1161	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1162	Visual Option:	GE 13.2.1.D.2.c									19.20%	19.20%	
1163	Per System	A5VSY			\$ 2.45	\$ 274.50					19.20%	19.20%	Grandfathered
1164	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1165	Per Visual Console	A5VCN			\$ 1.20						19.20%	19.20%	Grandfathered
1166	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1167											19.20%	19.20%	
1168	Delay Announcements:	GE 13.2.1.D.2.d									19.20%	19.20%	
1169	Standard Recorded Frame:	GE 13.2.1.D.2.d									19.20%	19.20%	
1170	Per 11 second announce.	A8GCE			\$ 52.15	\$ 55.25					19.20%	19.20%	Grandfathered
1171	Svc & Equipment					\$ 6.75					19.20%	19.20%	Grandfathered
1172	Per trunk to access announce	A8GAT			\$ 9.15	\$ 56.00					19.20%	19.20%	Grandfathered
1173	Svc & Equipment					\$ 6.75					19.20%	19.20%	Grandfathered
1174	Per ACD-ESS Terminal	A8GTT			\$ 1.25						19.20%	19.20%	Grandfathered
1175	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1176	Load Dependent 1st Delay:					\$ 5.50					19.20%	19.20%	Grandfathered
1177	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1178	Svc & Equipment										19.20%	19.20%	
1179	Common System Recorded Frame:	GE 13.2.1.D.2.d									19.20%	19.20%	
1180	Common Equipment	A8GCE			\$ 204.40						19.20%	19.20%	Grandfathered
1181	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1182	Per 16 second announce.	A4G16			\$ 155.60	\$ 41.00					19.20%	19.20%	Grandfathered
1183	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1184	Per 32 second announce.	A4G32			\$ 190.10	\$ 41.00					19.20%	19.20%	Grandfathered
1185	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1186	Per 48 second announce.	A4G48			\$ 224.70	\$ 41.00					19.20%	19.20%	Grandfathered
1187	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1188	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1189	Per ACD-ESS Terminal	A8GTT			\$ 1.25						19.20%	19.20%	Grandfathered
1190	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1191	Remote recording capability	A4F			\$ 24.55						19.20%	19.20%	Grandfathered
1192	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1193	Load Dependent 1st Delay:										19.20%	19.20%	
1194	Per 16 second announce.	A4H16			\$ 155.60	\$ 41.00					19.20%	19.20%	Grandfathered
1195	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1196	Per 32 second announce.	A4H32			\$ 190.10	\$ 41.00					19.20%	19.20%	Grandfathered
1197	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1198	Per 48 second announce.	A4H48			\$ 224.70	\$ 41.00					19.20%	19.20%	Grandfathered
1199	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1200	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1201											19.20%	19.20%	
1202	Emergency Alert Arrangement:	GE 13.2.1.D.2.e									19.20%	19.20%	
1203	Per 25 Alert-equipped consoles equipped //alert		A85AA		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1204	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered

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1205	Per 25 Alert only of Service Supervising Consoles		A85AS		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1206	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1207											19.20%	19.20%	
1208	Agent Assist:	GE 13.2.1.D.2.f									19.20%	19.20%	
1209	Per Terminal		A3G		\$ 2.85	\$ 38.50					19.20%	19.20%	Grandfathered
1210	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1211	Calling/Called Line ID/p/Agent Assist Terminal		A3H		\$ 0.30	\$ 42.75					19.20%	19.20%	Grandfathered
1212	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1213											19.20%	19.20%	
1214	Agent Call:	GE 13.2.1.D.2.g									19.20%	19.20%	
1215	Per Terminal		A3J		\$ 2.80	\$ 38.50					19.20%	19.20%	Grandfathered
1218	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1217	Calling/Called Line ID/ p/Agent Assist Terminal		A3W		\$ 0.30	\$ 42.75					19.20%	19.20%	Grandfathered
1218	Svc & Equipment					\$ 8.00					19.20%	19.20%	Grandfathered
1219											19.20%	19.20%	
1220	Service Supervising Agent Console	GE 13.2.1.D.2.h									19.20%	19.20%	
1221	Per Agent Assist and/or Call Terminal		A8HAT		\$ 8.25						19.20%	19.20%	Grandfathered
1222	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1223	Per Service Supervising Trunk										19.20%	19.20%	
1224	Central Office Components		A8HCO		\$ 8.95	\$ 24.00					19.20%	19.20%	Grandfathered
1225	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1226	Per 25 Equipped Consoles		A8HSS		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1227	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1228											19.20%	19.20%	
1229	Agent Status Display Console:	GE 13.2.1.D.2.i									19.20%	19.20%	
1230	First 3 Consoles		A3X		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1231	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1232	Each Additional Console		A3Y		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1233	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1234											19.20%	19.20%	
1235	System Display & Control Feature	GE 13.2.1.D.2.i									19.20%	19.20%	
1236	Per system		A9H		\$ 16.05	\$ 353.00					19.20%	19.20%	Grandfathered
1237	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1238	Per Agent-to-split Pattern		A9GAS		\$ 5.40	\$ 78.00					19.20%	19.20%	Grandfathered
1239	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1240	Key Control & Alarm Console:										19.20%	19.20%	
1241	Per Console		A4N		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1242	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1243	Per Activate/Deactivate Key		A4K		\$ 1.90	\$ 66.50					19.20%	19.20%	Grandfathered
1244	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1245											19.20%	19.20%	
1246	Alternate Traffic Routing Per Split	GE 13.2.1.D.2.k	A4RSE		\$ 9.10	\$ 74.75					19.20%	19.20%	Grandfathered
1247	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1248											19.20%	19.20%	
1249	Night Transfer Per Split	GE 13.2.1.D.2.i	A3T		\$ 2.00	\$ 43.25					19.20%	19.20%	Grandfathered
1250	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1251											19.20%	19.20%	
1252	Calls Waiting Indication:	GE 13.2.1.D.2.m									19.20%	19.20%	
1253	Remote Calls Waiting										19.20%	19.20%	
1254	Per timing state, per split		A4PTS		\$ 0.25	\$ 52.25					19.20%	19.20%	Grandfathered
1255	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1256	Common Equip. per 24 states		A4PCE		SEE 13.2.1, D4	SEE 13.2.1, D4					19.20%	19.20%	Grandfathered
1257	Svc & Equipment					\$ 5.50					19.20%	19.20%	Grandfathered
1258	Console Call Wait, per 100		A4X		\$ 13.30	\$ 51.50					19.20%	19.20%	Grandfathered
1259	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1260	Assistance Call Wait per group		A4Y		\$ 10.10	\$ 94.00					19.20%	19.20%	Grandfathered
1261	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1262											19.20%	19.20%	

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	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale Offered Discount		
2	SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
1263	Nonrecurring Charges:	GE 13.2.1.D.2.n									19.20%	19.20%	
1264	Equipment or Feature Addition	GE 13.2.1.D.2.n.1				*200					19.20%	19.20%	Grandfathered
1265											19.20%	19.20%	
1266	Service Establishment Charge:	GE 13.2.1.D.2.n.2									19.20%	19.20%	
1267	Each System					\$ 38,500.00					19.20%	19.20%	Grandfathered
1268	AEMIS					\$ 31,650.00					19.20%	19.20%	Grandfathered
1269	CSRAF					\$ 28,450.00					19.20%	19.20%	Grandfathered
1270											19.20%	19.20%	
1271	ACD-ESS										19.20%	19.20%	
1272	Plans i&II - Type B Service	GE 13.2.1.D.3									19.20%	19.20%	
1273	Plan I Rates:	GE 13.2.1.D.3.a									19.20%	19.20%	
1274	Type B Common Equipment:										19.20%	19.20%	
1275											19.20%	19.20%	
1276	Premises Components/system	GE 13.2.1.D.3.a									19.20%	19.20%	
1277	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1278	Fixed Rate:					\$ 2,300.00					19.20%	19.20%	Grandfathered
1279	1 Month		A3P		\$ 1,470.00						19.20%	19.20%	Grandfathered
1280	24 Months		A3P		\$ 69.50						19.20%	19.20%	Grandfathered
1281	48 Months		A3P		\$ 37.80						19.20%	19.20%	Grandfathered
1282	72 Months		A3P		\$ 27.30						19.20%	19.20%	Grandfathered
1283	96 Months		A3P		\$ 22.15						19.20%	19.20%	Grandfathered
1284	Variable Rate:										19.20%	19.20%	
1285	1 Month		A3P		\$ 24.25						19.20%	19.20%	Grandfathered
1286	24 Months		A3P		\$ 24.25						19.20%	19.20%	Grandfathered
1287	48 Months		A3P		\$ 24.25						19.20%	19.20%	Grandfathered
1288	72 Months		A3P		\$ 24.25						19.20%	19.20%	Grandfathered
1289	96 Months		A3P		\$ 24.25						19.20%	19.20%	Grandfathered
1290	Components per 72 Consoles	GE 13.2.1.D.3.a									19.20%	19.20%	
1291	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1292	Fixed Rate:					\$ 5,900.00					19.20%	19.20%	Grandfathered
1293	1 Month		A8B		\$ 8,695.00						19.20%	19.20%	Grandfathered
1294	24 Months		A8B		\$ 412.00						19.20%	19.20%	Grandfathered
1295	48 Months		A8B		\$ 224.00						19.20%	19.20%	Grandfathered
1296	72 Months		A8B		\$ 162.00						19.20%	19.20%	Grandfathered
1297	96 Months		A8B		\$ 131.00						19.20%	19.20%	Grandfathered
1298	Variable Rate:										19.20%	19.20%	
1299	1 Month		A8B		\$ 71.30						19.20%	19.20%	Grandfathered
1300	24 Months		A8B		\$ 71.30						19.20%	19.20%	Grandfathered
1301	48 Months		A8B		\$ 71.30						19.20%	19.20%	Grandfathered
1302	72 Months		A8B		\$ 71.30						19.20%	19.20%	Grandfathered
1303	96 Months		A8B		\$ 71.30						19.20%	19.20%	Grandfathered
1304	Attendant Position per Agent or Supervisory										19.20%	19.20%	
1305	Multibutton Console	GE 13.2.1.D.3.a									19.20%	19.20%	
1306	Svc & Equipment					\$ 6.00					19.20%	19.20%	Grandfathered
1307	Fixed Rate:					\$ 400.00					19.20%	19.20%	Grandfathered
1308	1 Month		A8C		\$ 432.00						19.20%	19.20%	Grandfathered
1309	24 Months		A8C		\$ 25.40						19.20%	19.20%	Grandfathered
1310	48 Months		A8C		\$ 13.30						19.20%	19.20%	Grandfathered
1311	72 Months		A8C		\$ 9.60						19.20%	19.20%	Grandfathered
1312	96 Months		A8C		\$ 7.80						19.20%	19.20%	Grandfathered
1313	Variable Rate:										19.20%	19.20%	
1314	1 Month		A8C		\$ 7.20						19.20%	19.20%	Grandfathered
1315	24 Months		A8C		\$ 7.20						19.20%	19.20%	Grandfathered
1316	48 Months		A8C		\$ 7.20						19.20%	19.20%	Grandfathered
1317	72 Months		A8C		\$ 7.20						19.20%	19.20%	Grandfathered
1318	96 Months		A8C		\$ 7.20						19.20%	19.20%	Grandfathered
1319											19.20%	19.20%	
1320	Agency Emergency	GE 13.2.1.D.3.a									19.20%	19.20%	
1321	Alert Arrangement										19.20%	19.20%	

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	B	C	D	E	F	G	H	I	J	K	L	M	N
1	SWBT MISSOURI AO 602300	Missouri Tariff Cite (Name, Sect Para)	USOC	SWBT agreement to offer - YES	SWBT Retail Price	Service Charge/ Non- Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
2	SWBT Service Name												
1322	1 per 24 consoles with service supervising	GE 13.2.1.D.3 a									19.20%	19.20%	
1323	Sec & Equipment					6.00					19.20%	19.20%	Grandfathered
1324	Fixed Rate:					530.00					19.20%	19.20%	Grandfathered
1325	1 Month				\$ 116.00						19.20%	19.20%	Grandfathered
1326	24 Months				\$ 6.45						19.20%	19.20%	Grandfathered
1327	48 Months				\$ 2.95						19.20%	19.20%	Grandfathered
1328	72 Months				\$ 2.15						19.20%	19.20%	Grandfathered
1329	96 Months				\$ 1.75						19.20%	19.20%	Grandfathered
1330	Variable Rate:										19.20%	19.20%	Grandfathered
1331	1 Month				\$ 2.50						19.20%	19.20%	Grandfathered
1332	24 Months				\$ 2.50						19.20%	19.20%	Grandfathered
1333	48 Months				\$ 2.50						19.20%	19.20%	Grandfathered
1334	72 Months				\$ 2.50						19.20%	19.20%	Grandfathered
1335	96 Months				\$ 2.50						19.20%	19.20%	Grandfathered
1336											19.20%	19.20%	Grandfathered
1337	Calls Waiting Indication, 1 per 72 consoles	GE 13.2.1.D.3 a									19.20%	19.20%	
1338	Sec & Equipment					6.00					19.20%	19.20%	Grandfathered
1339	Fixed Rate:					440.00					19.20%	19.20%	Grandfathered
1340	1 Month				\$ 93.25						19.20%	19.20%	Grandfathered
1341	24 Months				\$ 4.40						19.20%	19.20%	Grandfathered
1342	48 Months				\$ 2.40						19.20%	19.20%	Grandfathered
1343	72 Months				\$ 1.75						19.20%	19.20%	Grandfathered
1344	96 Months				\$ 1.40						19.20%	19.20%	Grandfathered
1345	Variable Rate:										19.20%	19.20%	Grandfathered
1346	1 Month				\$ 2.25						19.20%	19.20%	Grandfathered
1347	24 Months				\$ 2.25						19.20%	19.20%	Grandfathered
1348	48 Months				\$ 2.25						19.20%	19.20%	Grandfathered
1349	72 Months				\$ 2.25						19.20%	19.20%	Grandfathered
1350	96 Months				\$ 2.25						19.20%	19.20%	Grandfathered
1351											19.20%	19.20%	Grandfathered
1352	System Display & Control Equipment										19.20%	19.20%	
1353	Premises Components	GE 13.2.1.D.3 a									19.20%	19.20%	Grandfathered
1354	Sec & Equipment					6.00					19.20%	19.20%	Grandfathered
1355	Fixed Rate:					1,100.00					19.20%	19.20%	Grandfathered
1356	1 Month				\$ 2,100.00						19.20%	19.20%	Grandfathered
1357	24 Months				\$ 95.50						19.20%	19.20%	Grandfathered
1358	48 Months				\$ 54.00						19.20%	19.20%	Grandfathered
1359	72 Months				\$ 39.70						19.20%	19.20%	Grandfathered
1360	96 Months				\$ 31.60						19.20%	19.20%	Grandfathered
1361	Variable Rate:										19.20%	19.20%	Grandfathered
1362	1 Month				\$ 16.60						19.20%	19.20%	Grandfathered
1363	24 Months				\$ 16.60						19.20%	19.20%	Grandfathered
1364	48 Months				\$ 16.60						19.20%	19.20%	Grandfathered
1365	72 Months				\$ 16.60						19.20%	19.20%	Grandfathered
1366	96 Months				\$ 16.60						19.20%	19.20%	Grandfathered
1367	Optional Printer	GE 13.2.1.D.3 a									19.20%	19.20%	Grandfathered
1368	Sec & Equipment					6.00					19.20%	19.20%	Grandfathered
1369	Fixed Rate:					270.00					19.20%	19.20%	Grandfathered
1370	1 Month				\$ 740.00						19.20%	19.20%	Grandfathered
1371	24 Months				\$ 58.00						19.20%	19.20%	Grandfathered
1372	48 Months				\$ 19.05						19.20%	19.20%	Grandfathered
1373	72 Months				\$ 13.75						19.20%	19.20%	Grandfathered
1374	96 Months				\$ 11.15						19.20%	19.20%	Grandfathered
1375	Variable Rate:										19.20%	19.20%	Grandfathered
1376	1 Month				\$ 17.10						19.20%	19.20%	Grandfathered
1377	24 Months				\$ 17.10						19.20%	19.20%	Grandfathered
1378	48 Months				\$ 17.10						19.20%	19.20%	Grandfathered
1379	72 Months				\$ 17.10						19.20%	19.20%	Grandfathered
1380	96 Months				\$ 17.10						19.20%	19.20%	Grandfathered
1381											19.20%	19.20%	Grandfathered
1382	Dynamic Traffic Display:	GE 13.2.1.D.3 a									19.20%	19.20%	
1383	Display Units, 1 split	GE 13.2.1.D.3 a									19.20%	19.20%	

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	B	C	D	E	F	G	H	I	J	K	L	M	N
	SWBT MISSOURIAO 623400	Missouri Tariff Cite (Name, Sect. Para)	USOC	SWBT agreement to offer - YES	SWBT Retail Price	Service Charged Non- Recurring	Per Use Charge	Minute Change	Message Charge	Mileage Charge	SWBT Wholesale Offered Discount	Non- Recurring	Comments
1													
2	SWBT Service Name				Monthly Recurring								
1384	Svc & Equipment												
1385	Fixed Rate:												
1386	1 Month				\$ 865.00	\$ 520.00							Grandfathered
1387	24 Months				\$ 41.00								Grandfathered
1388	48 Months				\$ 22.00								Grandfathered
1389	72 Months				\$ 16.00								Grandfathered
1390	96 Months				\$ 13.00								Grandfathered
1391	Variable Rate:												Grandfathered
1392	1 Month				\$ 9.30								Grandfathered
1393	24 Months				\$ 9.30								Grandfathered
1394	48 Months				\$ 9.30								Grandfathered
1395	72 Months				\$ 9.30								Grandfathered
1396	96 Months				\$ 9.30								Grandfathered
1397	Display controller, 1 per 20 units	GE 13.2.1.D.3.a											
1398	Svc & Equipment												
1399	Fixed Rate:												
1400	1 Month				\$ 1,675.00	\$ 790.00							Grandfathered
1401	24 Months				\$ 79.50								Grandfathered
1402	48 Months				\$ 43.10								Grandfathered
1403	72 Months				\$ 31.20								Grandfathered
1404	96 Months				\$ 25.25								Grandfathered
1405	Variable Rate:												Grandfathered
1406	1 Month				\$ 12.35								Grandfathered
1407	24 Months				\$ 12.35								Grandfathered
1408	48 Months				\$ 12.35								Grandfathered
1409	72 Months				\$ 12.35								Grandfathered
1410	96 Months				\$ 12.35								Grandfathered
1411	Agent Status Display Console	GE 13.2.1.D.3.a											
1412	Fixed Rate:												
1413	1 Month				\$ 351.00	\$ 800.00							Grandfathered
1414	24 Months				\$ 16.65								Grandfathered
1415	48 Months				\$ 9.05								Grandfathered
1416	72 Months				\$ 5.50								Grandfathered
1417	96 Months				\$ 5.30								Grandfathered
1418	Variable Rate:												Grandfathered
1419	1 Month				\$ 18.25								Grandfathered
1420	24 Months				\$ 18.25								Grandfathered
1421	48 Months				\$ 18.25								Grandfathered
1422	72 Months				\$ 18.25								Grandfathered
1423	96 Months				\$ 18.25								Grandfathered
1424													
1425	Key Control & Alarm Console, up to 10 keys	GE 13.2.1.D.3.a											
1426	Svc & Equipment												
1427	Fixed Rate:												
1428	1 Month				\$ 369.00	\$ 560.00							Grandfathered
1429	24 Months				\$ 17.50								Grandfathered
1430	48 Months				\$ 9.50								Grandfathered
1431	72 Months				\$ 6.90								Grandfathered
1432	96 Months				\$ 5.55								Grandfathered
1433	Variable Rate:												Grandfathered
1434	1 Month				\$ 6.55								Grandfathered
1435	24 Months				\$ 6.55								Grandfathered
1436	48 Months				\$ 6.55								Grandfathered
1437	72 Months				\$ 6.55								Grandfathered
1438	96 Months				\$ 6.55								Grandfathered
1439	Equipment for Service Supervising of Agent Console Position	GE 13.2.1.D.3.a											
1440	Circuits:												
1441	Common Equipment, 1 per 72 consoles	GE 13.2.1.D.3.a											
1442	Fixed Rate:												
1443	1 Month				\$ 100.00	\$ 480.00							Grandfathered
1444	24 Months				\$ 4.75								Grandfathered
1445	48 Months				\$ 2.60								Grandfathered
1446	72 Months				\$ 1.90								Grandfathered

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