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September 30, 2002

FILED³

SEP 30 2002

Secretary of the Commission
Missouri Public Service Commission
200 Madison, Suite 100
Jefferson City, Missouri 65101

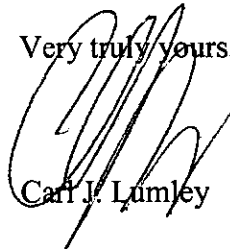
Missouri Public
Service Commission

Re: Case No. TO-2002-222

Dear Sir or Madam:

Enclosed please find for filing with your office an original and nine (9) copies of Brooks Fiber Communications of Missouri, Inc.'s Submission of Interconnection Agreement for Approval. Upon your receipt, please file stamp the extra copy received and return to the undersigned. If you have any questions, please do not hesitate to contact us.

Very truly yours,



Carl J. Lumley

CJL:dn

Enclosure

cc. Public Counsel (W/Enclosure)
General Counsel (W/Enclosure)
Paul Lane (W/Enclosure)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

FILED³

SEP 3 0 2002

Missouri Public
Service Commission

PETITION OF MCImetro ACCESS)
TRANSMISSION SERVICES LLC,)
BROOKS FIBER COMMUNICATIONS)
OF MISSOURI, INC. AND MCI)
WORLDCOM COMMUNICATIONS, INC.)
FOR ARBITRATION OF AN)
INTERCONNECTION AGREEMENT WITH)
SOUTHWESTERN BELL TELEPHONE)
COMPANY UNDER THE)
TELECOMMUNICATIONS ACT OF 1996)

Case No. TO-2002-222

BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.'S
SUBMISSION OF INTERCONNECTION AGREEMENT FOR APPROVAL

Comes Now Brooks Fiber Communications of Missouri, Inc. ("Brooks") and pursuant to Commission Order herein dated August 30, 2002 submits its Interconnection Agreement with Southwestern Bell Telephone Company ("SWBT") for approval by the Commission.

1. Brooks hereby notifies the Commission that its Interconnection Agreement includes the following provisions adopted from the Missouri 271 Interconnection Agreement ("M2A") of SWBT: General Terms and Conditions, Resale (Attachments 1-5 and Appendices), Unbundled Network Elements ("UNEs")(Attachments 6-10 and Appendices), Interconnection (Attachment 11 and Appendices), Reciprocal Compensation (Attachment 12 and Appendix), Ancillary Functions (Attachment 13 and Appendices), Number Portability (Attachment 14 and Appendix), E911 (Attachment 15), Network Security & Law Enforcement (Attachment 16), Performance Measures (Attachment 17, including Performance Ready Plan and Appendices), White Pages-Other (Attachment 19), Clearinghouse (Attachment 20), Numbering (Attachment 21), DA-Facilities Based (Attachment 22), OS-Facilities Based (Attachment 23), Recording-

Facilities Based (Attachment 24 and Appendices), DSL (Attachment 25), and Legitimately Related Provisions (Attachment 26). A copy of the General Terms and Conditions, which has been "personalized" to Brooks and includes its signature, is attached hereto. SWBT has not yet signed. Because the other foregoing provisions are simply adopted provisions of the M2A, copies are not included.

2. The agreement also includes Mutual Exchange of Directory Listing Information (Attachment 18) established pursuant to arbitration order herein, a copy of which is attached hereto.

3. The agreement also includes, by agreement of the parties, a mutually executed Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms, a copy of which is attached hereto.

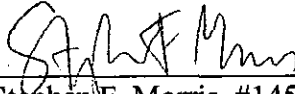
4. The agreement meets the requirements of Section 252(e) of the Telecommunications Act of 1996, in that it meets the requirements of Section 251 and Section 252(d), meets the requirements of FCC regulations under Section 251, does not discriminate against any telecommunications carriers not party to the agreement, and is not against the public interest, convenience, or necessity. The Staff recently confirmed these points in its Status Report of August 9, 2002.

WHEREFORE, Brooks requests the Commission to approve its interconnection agreement with SWBT.

Respectfully submitted,



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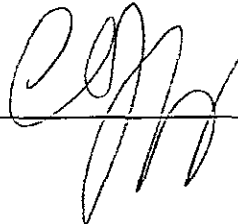


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Attorneys for Brooks Fiber Communications of Missouri, Inc.

Certificate of Service

A true and correct copy of the foregoing document was mailed this 30 day
of September, 2002, to the persons listed on the attached list, by
placing same in the U.S. Mail, postage paid.



Office of Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65101

General Counsel
P.O. Box 360
Jefferson City, Missouri 65101

Paul Lane
Southwestern Bell Telephone Co.
One Bell Center, Room 3520
St. Louis, Missouri 63101

INTERCONNECTION AGREEMENT-MISSOURI

between

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

and

Brooks Fiber Communications of Missouri, Inc.

Legend:

*** Represents language which resulted from Arbitration Docket TO-2002-222**

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Legend:

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INTERCONNECTION AGREEMENT - MISSOURI

This Interconnection Agreement - Missouri ("Agreement") is between Brooks Fiber Communications of Missouri, Inc. ("CLEC"), a Delaware corporation, having an office at 6312 South Fiddler's Green Circle, Englewood, Colorado 80111, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company ("SWBT"), a Texas Limited Partnership, having an office at 530 McCullough, San Antonio, Texas 78215, (collectively "the Parties").

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, SWBT participated in a collaborative process with the Public Utility Commission of Texas ("Texas PUC," or "Texas Commission") and numerous competitive local exchange carriers ("CLECs") as part of the process for SWBT to obtain in-region interLATA authority in Texas.

WHEREAS, SWBT made the following representations as part of the public interest phase of that collaborative process and made the following representations to the Missouri Public Service Commission ("Missouri PSC," "Missouri Commission," or "Commission") as part of the process for SWBT to obtain in-region interLATA authority in Missouri:

- (1) SWBT represented that it has already made several, and represented that it would continue, process improvements designed to foster better relationships with and provide better service to its CLEC customers (such improvements include, but are not limited to: the restructuring of its organizations and the creation of new departments to provide faster and better responses to CLECs; the improvement of communications with CLECs through a greatly expanded Internet website, internal broadcast e-mails and user group meetings; the distribution of customer satisfaction surveys; and the creation of an Internal Escalation Process Intervals Policy);
- (2) SWBT represented that it would follow certain Commission arbitration awards and other decisions, as set forth elsewhere in this Agreement (SWBT, however, made such commitment without waiving its right to appeal awards or decisions specifically set forth in this Section 18.1, 18.2, and 18.3 of General Terms and Conditions);
- (3) SWBT represented that it would continue to work with its CLEC customers, and invite their feedback, to provide them a meaningful opportunity to compete in Missouri;
- (4) SWBT represented that it will comply with the FCC's rules and subsequent Section 271 decisions relating to the structural and nonstructural requirements for a Section 272 affiliate;

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WHEREAS SWBT offered as part of the Missouri 271 proceeding to make certain modifications to the Interconnection Agreement-Missouri between Southwestern Bell Telephone Company and AT&T Communications of the Southwest, Inc. ("the AT&T Interconnection Agreement") available to other CLECs.

WHEREAS, CLEC wishes to enter an agreement containing those terms and conditions.

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, SWBT will perform all of its obligations concerning its offering of Resale services and unbundled Network Elements under this

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Agreement throughout the entire service area where SWBT is the incumbent local exchange carrier; provided, that SWBT's obligations to provide Ancillary Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas.

2.0 Effective Date

- 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").

3.0 This Section Intentionally Left Blank

4.0 Term of Agreement

- 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

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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.

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- 4.3 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 135 days after the expiration of this agreement to allow for completion of negotiations, and any arbitration for, a successor agreement (such 135 day negotiation/arbitration period being in addition to the pre-expiration negotiation period of a minimum of 135 days, as provided for in Section 4.1 above). 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 cooperate 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 the Discloser to the Recipient. All information which is disclosed by one party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all 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

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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.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

Legend:

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- 6.6 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.
- 6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.8 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.
- 6.9 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 and Indemnification

7.1 Limitation of Liabilities

- 7.1.1 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 losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made 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 (as mutually agreed to by the Parties) 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.

7.2 No Consequential Damages

- 7.2.1 EXCEPT AS OTHERWISE PROVIDED IN ATTACHMENT 17, NEITHER CLEC NOR SWBT WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT,

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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 Indemnitee) 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.

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- 7.3.2 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.

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- 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 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 Indemnatee, 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 Indemnatee 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 Indemnatee 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 Indemnatee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnatee, and the relevant Indemnatee 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,

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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.

8.0 Payment of Rates and Charges

- 8.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.
- 8.2 If CLEC fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from CLEC after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SWBT as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge shall be assessed as provided in Sections 8.2.1 through 8.2.2, as applicable.
- 8.2.1 If any charge incurred under this Agreement that is billed out of any SWBT billing system other than the SWBT Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the SWBT Missouri intrastate access services tariff

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or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill 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 system is Past Due, the unpaid amounts shall bear interest from the Bill 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 General Exchange tariff for business End Users in Missouri or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

9.0 Dispute Resolution

9.1 Finality of Disputes

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

9.2 Alternative to Litigation

- 9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.3 Informal Resolution of Disputes

- 9.3.1 In the case of any dispute and at the written request of a Party, 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.

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9.3.2 Request for Expedited Resolution

When a dispute affects the ability of a party to provide uninterrupted service or hinders the provisioning of any service, functionality or network element, the party may file a complaint to initiate an expedited informal dispute resolution proceeding. This process applies to the following types of issues: establishment of service, service interruption, service outage or disconnection. This process is not intended to address complex business problems that do not preclude a CLEC from providing service, such as billing accuracy. This process is in addition to any other dispute resolution process or procedure that exists under the rules and regulations of the Commission. The parties agree to recommend that the Commission appoint Commission Staff to the case to proceed on an expedited bases.

Any complaint filed pursuant to this procedure must include the following information:

- a) the specific circumstances that make the dispute eligible for the expedited dispute resolution process;
- b) a description of the particular service-affecting issue giving rise to the complaint;
- c) a description of the parties' efforts to resolve the disputed issue;
- d) A list of cross-references to the area or areas of the M2A applicable to the issue in dispute as applicable; and
- e) Any proposed resolution of the dispute.

The respondent shall file a response to the complaint within five business days after the filing of the complaint. The respondent shall serve a copy of the response on the complainant by hand-delivery or facsimile on the same day as it is filed with the Commission.

The parties agree to meet with the appointed Commission Staff within 10 business days, but no sooner than 5 business days, of the date the response is filed. The parties agree that Commission Staff has authority to oversee the discussion between the parties and may act in the capacity of the mediator.

If a party believes that a more formal proceeding is necessary, the party may file a Complaint to proceed according to the rules and regulations governing administrative procedure by the Commission and the parties agree to jointly recommend expedited handling of the complaint.

9.4 Billing Disputes

- 9.4.1 The Parties agree that with respect to matters that are purely unresolved billing disputes, all bills, including bills disputed in whole or in part, are to be paid when due, that interest applies to all overdue invoices as set forth in Section 8 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in Section 8.

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9.4.2 To the extent that any other portions of this Agreement provide for a bill closure process between the parties, or if such a 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.

9.4.3 Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section 9.2. The parties will endeavor to resolve the dispute within thirty (30) calendar days of the Bill Date on which such disputed charges appear, or, if the charges have been subject to the bill closure process described in Section 9.4.2, above, within thirty (30) calendar days of the closure of the billing period covered by such bill closure process.

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 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 Public Service Commission of Missouri. 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.

9.6 Arbitration

9.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will alternate between Dallas, Texas, and St. Louis, Missouri, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. 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.

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10.0 Termination of Service to CLEC

- 10.1 Failure of CLEC to pay charges may be grounds for termination of this Agreement. If CLEC fails to pay when due, any and all charges billed to them under this Agreement, (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) calendar days after the due date of such Unpaid Charges, SWBT will notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges, whether disputed or undisputed, to SWBT within fifteen (15) calendar days after receipt of said notice. Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9 of this Agreement.
- 10.2 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 10.1 above (30 calendar days from the due date of such unpaid charges), SWBT will notify CLEC, the appropriate commission(s) and the end user's IXC(s) of Record in writing, that unless all charges are paid within fifteen (15) calendar days, CLEC's service will be disconnected and CLEC's resale end users may be switched to SWBT local service. SWBT will also suspend order acceptance at this time.
- 10.3 If any CLEC charges remain unpaid or undisputed thirty (30) calendar days past the due date of the unpaid charges as described in Section 10.2 above, CLEC will, at its sole expense, notify its end users, the Commission and the end user's IXC of Record that their service may be disconnected for CLEC failure to pay unpaid charges, and that its end users must select a new local service provider within fifteen (15) calendar days. The notice will also advise the resale end user that SWBT will assume the resale end user's account at the end of the fifteen (15) calendar day period should the resale end user fail to select a new local service provider.
- 10.4 If any CLEC charges remain unpaid or undisputed forty-five (45) calendar days past the due date, SWBT will disconnect CLEC and transfer all CLEC's resale end users who have not selected another local service provider directly to SWBT's service. These resale end users will receive the same services provided through CLEC at the time of transfer. SWBT will inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from CLEC to SWBT will be assessed to CLEC.
- 10.5 Within five (5) calendar days of the transfer (50 calendar days past CLEC's due date), SWBT will notify all transferred end users that because of a CLEC's failure to pay, their service is now being provided by SWBT. SWBT will also notify the transferred end user that they have thirty (30) calendar days to select a local service provider. If the transferred end user does not select an LSP within 30 calendar days, the customer's service will be terminated.
- 10.6 SWBT may discontinue service to CLEC upon failure to pay undisputed charges as provided in this section, and will have no liability to CLEC in the event of such disconnection.

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- 10.7 After disconnect procedures have begun, SWBT will not accept service orders from CLEC until all unpaid charges are paid. SWBT will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to CLEC after disconnect for nonpayment.
- 10.8 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate SWBT to continue to provide service to any such end users or to limit any and all disconnection rights SWBT may have with regard to such end users.

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:

Vice President, National Carrier and Contract Management
Brooks Fiber Communications of Missouri, Inc.
2520 Northwinds Parkway
Alpharetta, GA 30004

- 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.

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12.0 Taxes

- 12.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.
- 12.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 12.3 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.
- 12.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 12.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 12.7.
- 12.5 If applicable law excludes or exempts a purchase of 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 (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 12.6 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.

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- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 11 and to the following:

To SWBT:

Director-Taxes
1010 N. St. Mary's, Room 11-X-1
San Antonio, TX 78215

To CLEC:

Vice President, National Carrier and Contract Management
Brooks Fiber Communications of Missouri, Inc.
2520 Northwinds Parkway
Alpharetta, GA 30004

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 12.7.

Any notice or other communication will be deemed to be given when received.

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

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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,

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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.

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- 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 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.

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- 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.
- 18.4 This agreement is entered into as a result of the Missouri Public Service Commission's Order in Case No. TO-99-227, reviewing SWBT's compliance with Section 271 of the Federal Telecommunications Act of 1996, and incorporates some of the results of arbitrations by the Commission. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions

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or its rights under this Intervening Law paragraph. Nothing herein is intended to modify the rights and obligations contained in Attachment 6, Sections 14.3.2; 14.4.2; 14.8 and Section 18.2 of these General Terms and Conditions. The Parties agree that any rates contained in Attachment 6, Unbundled Network Elements which are invalidated, modified or stayed or otherwise affected by such governmental action will remain unaffected during the time periods referenced in Attachment 6, Sections 14.3.2 and 14.4.2, respectively, but will become interim, subject to true up retroactive to the dates specified as the "beginning as of" date in each of the referenced Sections.

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.

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.

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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.

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.

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- 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 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.
- 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 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.

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- 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.
- 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 or Combinations provided during the period covered by the audit.
- 32.5 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 times the commercial paper rate applicable on the last day of the month preceding the month of discovery or resolution as 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 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 For a period of fourteen (14) months from the Effective Date of this Agreement, SWBT may audit CLEC's operations, books, records, and other documents related to the development of the percent local usage (PLU) to be used to measure and settle untransmitted calling party numbers (CPN) in connection with Attachment 12: Compensation. SWBT will bear the reasonable expenses associated with this inspection.
- 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

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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 paragraph 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

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.

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.

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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 Transmission of Traffic to Third Parties

- 38.1 CLEC will not send to SWBT local traffic that is destined for the network of a third party unless CLEC has the authority to exchange traffic with that third party.

39.0 Governmental Compliance

- 39.1 CLEC and SWBT each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of 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.

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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

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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

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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, 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

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aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Jefferson City, Missouri, and waive any and all objections to a Missouri venue.

46.0 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; Interim Number Portability

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. SWBT further agrees to provide Interim Number Portability in accordance with the requirements of the Act. Specific requirements concerning Interim Number Portability are set forth in Attachment 14: Interim Number Portability.

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; Attachment 2: 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 refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

50.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 50.1 to callers who

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inquire about the other Party's services or products; and (ii) 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 CLEC's agreement herein to accept less than fully operational electronic interfaces to operations support systems functions on and after January 1, 1997, will not be deemed a waiver of Section 251(c)(3) of the Act to receive such interfaces on that date.

53.0 Definitions

53.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. 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

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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 Attachments 2, 3, 4 and 5, respectively.

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 7, 8, 9 and 10, respectively.

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 Separate Affiliate Commitments

SWBT will comply with all FCC rules and orders relating to the structural and nonstructural requirements for Section 272 affiliates. To satisfy its obligation to publicly disclose all transactions between SWBT and any Section 272 affiliate, SWBT will:

- (a) Post the full text of all agreements between SWBT and Southwestern Bell Long Distance (SBLD) within 10 days on its Internet website, including rates, terms,

Legend:

*** Represents language which resulted from Arbitration Docket TO-2002-222**

and conditions of those agreements, frequency of occurrence of transactions under the agreements, and information concerning the level, rate of pay, and quantity of employees who perform work under the agreements, and post summaries of the agreements on the Internet;

- (b) Post, for each agreement, the states where SBLD's operations are supported by the agreement;
- (c) Maintain, for each agreement, information indicating the specific FCC pricing methodology used by SWBT to determine the rates for the agreement;
- (d) Maintain on the Internet a posting of the title, address, telephone number, and fax number of the person to contact to review paper copies of the agreements; and

SWBT will also maintain at its headquarters in San Antonio detailed information concerning all affiliate transactions between SWBT and SBLD. (This information includes the information posted on the Internet as well as the Detailed Billing Reports, which provide the month-by-month billing detail by specific contract, contract schedule, and pricing addendum. SWBT represented that it would update the Detailed Billing Reports, which are available for inspection upon execution of a Protective Agreement, on a semi-annual basis).

61.0 Other Requirements and Attachments

- 61.1 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.
- 61.2 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.

Legend:

*** Represents language which resulted from Arbitration Docket TO-2002-222**

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

Appendix Interconnection Trunking Requirement (ITR)

Appendix Network Interconnection Methods (NIM)

Appendix SS7 Interconnection

Attachment 12: Compensation

Appendix FGA

Ancillary Functions

Attachment 13: Ancillary Functions

Physical Collocation Appendix

Virtual Collocation Appendix

Appendix Poles, Conduit, ROW

Other Requirements

Attachment 14: Interim Number Portability

Appendix Location Routing Number - PNP

Attachment 15: E911

Attachment 16: Network Security and Law Enforcement

Legend:

*** Represents language which resulted from Arbitration Docket TO-2002-222**

Attachment 17: Performance Remedy Plan

Appendix Measurements Subject to Per Occurrence Damages or Assessment with a

Cap and Measurements Subject to Per Measure Damages or Assessment

Appendix Performance Measures Subject to Tier-1 and Tier-2 Damages Identified as
High, Medium and Low

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

Other Attachments

Attachment 25: DSL

Attachment 26: Legitimately Related Provisions

Legend:

*** Represents language which resulted from Arbitration Docket TO-2002-222**

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

Brooks Fiber Communications of Missouri, Inc.**

Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent***

Signature: Marcel Henry

Signature: _____

Name: Marcel Henry
(Print or Type)

Name: _____

Title: Vice President
(Print or Type)

Title: President - Industry Markets

Date: 9/10/02

Date: _____

AECN/OCN# _____

(Facility Based – if applicable)

**Portions of this agreement were established by means of arbitration before the Missouri Public Service Commission in Case No. TO-2002-222. The Parties acknowledge and agree that on May 13, 2002, the Supreme Court issued its opinion in *Verizon Communications, Inc. et. al. v. FCC et al.*, 535 U.S. ____ (2002), in which the Court upheld the FCC's TELRIC rules and reinstated the FCC's combinations rules, 47 CFR §§51.315 (c) - (f). Brooks, MCI WorldCom, and MCI metro reserve all rights under Section 252 of the Telecommunications Act of 1996 to bring an action in an appropriate Federal district court (and any necessary subsequent appellate actions), after Commission action or deemed action under Section 252(e)(4) regarding this Agreement, to determine whether this Agreement meets the requirements of section 251 and 252 of the Act.

***SWBT's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to such Orders.

Legend:

* Represents language which resulted from Arbitration Docket TO-2002-222

**ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY
LISTING INFORMATION**

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and CLEC's agreement for the mutual exchange of directory assistance listing information as follows:

1.0 Introduction

- 1.1 SWBT and CLEC may each own and/or maintain databases containing directory assistance listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SWBT uses the directory assistance listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 CLEC may provide DA service to its customers and therefore may wish to load its databases with the same directory assistance listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance listing information contained in each other's databases for the use of providing DA services.

1.5 Access to Directory Assistance Database

- 1.5.1. SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT's Directory Assistance listing information allows the CLEC operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance operators.

2.0 Service Provided

- 2.1 SWBT and CLEC agree to exchange with each other all published listings within their respective directory assistance databases regardless of the underlying carrier. To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective listing information, SWBT agrees to request authorization from the ITCs and

LSPs to release their listing information to CLEC for the sole purpose of providing DA services.

- 2.1.1 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Directory Listing Information

- 3.1 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the directory listing information provided hereunder.
- 3.2 Emergency Notification for Non-Published Telephone Numbers - SWBT shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any customer with a non-published listing in SWBT's DA database will be notified that an MCIm customer is attempting to contact the non-published party in the event of an emergency.
 - 3.2.1 SWBT will attempt to contact the non-published party utilizing the same process that SWBT uses for itself and other carriers. SWBT will provide ENNP service utilizing the methods and procedures found in the CLEC Handbook, which may be updated periodically.
 - 3.2.2 Only calls identified as an emergency will be forwarded to SWBT for ENNP Service; however, the identification of such emergency will be left to the discretion of MCIm and its operators.

4.0 Assignment

- 4.1 The directory listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the directory listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the directory assistance listing information for any other purpose. Each party will take

) appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Listings

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory assistance listing information to its DA subcontractor. The provision of directory assistance listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

- 6.1 Each Party will commence providing the other with its directory listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance listing information by NXX.

7.0 Liability

- 7.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8.0 Pricing

- 8.1 The Parties will compensate each other for the exchange of directory assistance listing information at a price of \$.0585 per listing for the initial load, and \$.0585 per listing for each update listing (each addition, deletion, or change to the directory assistance database furnished by one Party to the other constitutes an update listing).

- 8.2 Non-published Emergency Message Service: \$2.10

9.0* Intentionally Omitted.

**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and Southwestern Bell Telephone Company and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") and Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCImetro Access Transmission Services LLC, f/n/a MCImetro Access Transmission Services, Inc. or MCI Access Transmission Services, Inc. or MCImetro ATS, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through May 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through May 31, 2004.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be

incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through May 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through May 31, 2004, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than May 31, 2004, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through May 31, 2004. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission (PUC) approval than the negotiated Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Amendment, the Parties agree that the rates, terms and conditions of the Amendment will, upon state PUC approval of the Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or February 1, 2001, whichever is later, so that the Rate Schedule will apply uninterrupted from February 1, 2001 through May 31, 2004.

2. During the term of this Amendment period, February 1, 2001 through May 31, 2004, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. CLEC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection (POIs) or trunking requirements that are subject to this Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by ILECs or their Affiliates across the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which ILEC(s) or its Affiliates have agreed. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein, except for the sale of Intermedia Corporation, to which this Section 2. shall not apply; provided, however, CLEC agrees not to directly or indirectly circumvent the reciprocal compensation terms of this Amendment through this Intermedia exception, including but not limited to altering the reciprocal compensation that would otherwise apply between ILEC and CLEC by taking any action to change the nature of CLEC's operations or network routing with Intermedia or contractually committing to change CLEC's operations or traffic routing with Intermedia.
3. During the period February 1, 2001 through May 31, 2004, and except as stated in this Section 2, the Parties waive any rights they may have under the Intervening/Change of Law provisions of the ICAs or interconnection agreements with respect to any reciprocal compensation or compensable traffic (as defined herein), POIs or trunking requirements

that are subject to this Amendment. The Parties specifically acknowledge their awareness of various pending regulatory actions which may affect the nature of reciprocal compensation and treatment of internet service provider (ISP) traffic and other compensable traffic for compensation purposes. Each Party specifically acknowledges that this Amendment is intended to be a binding agreement, without regard to the standards set forth in subsections (b) and (c) of Section 251, made pursuant to Section 252 (a)(1) of the Act, and each Party further acknowledges that this Amendment is intended to and shall remain unaffected by and survive whatever regulatory, legislative or judicial results or orders, including, without limitation, the Federal Communications Commission's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001), may occur during its term regarding such compensation. In consideration of the additional covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties covenant not to sue or arbitrate to enforce or interpret any subsequent rulings of any regulatory, legislative or judicial body against a Party to this Amendment in contravention of the terms and conditions herein, during its term.. The Parties agree, however that the provisions of this Section 3. do not apply to state PUC required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed as a result of state PUC action, either Party may exercise the right to renegotiate the number and location of POIs required under this Amendment.

4. POI Requirements:

- 4.1. In order to qualify for receipt of the reciprocal compensation at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4. through 6. of this Amendment.
- 4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4. through 6. of this Amendment.
- 4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).
 - 4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin , the Parties agree that Section 4. is satisfied, as to all subtending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number

established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.

- 4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas , the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.
- 4.4. When establishing a POI required under Section 4. of this Amendment, the Parties agree:
 - 4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or
 - 4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or
 - 4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or
 - 4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or
 - 4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or
 - 4.4.6. CLEC may utilize the transport facilities from a third party; or

4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.

- 4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's DXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the DXC facility.
- 4.6. Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.
- 4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
- 4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POP" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POP", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties

agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

- 4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.6 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
- 4.9. CLEC will have a transition period of six months from the Effective Date of this Amendment to establish the new POIs required by Section 4. and achieve the Direct End Office Trunk (DEOT) criteria identified in Section 6.4 below, unless the Parties otherwise agree to a different date. At the end of this six month transition period, if CLEC has not established a physical POI or achieved the DEOT criteria, CLEC shall not be entitled to receive reciprocal compensation for calls from that local calling area. During this six month transition period, CLEC will not be subject to the charges for the facilities described in Section 4.8.
5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.
6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
 - 7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70%

threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will, CLEC be penalized for non-compliance with the POI and DEOT criteria during the six (6) month transition period in Section 4.9, or any time thereafter, if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the SBC-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then

effective ICA or interconnection agreement concerning interconnection between the Parties.

13. Classifications of Traffic:

- 13.1. Intercarrier traffic includes local and transited traffic, intraLATA toll and optional Extended Area Service (EAS) traffic (where applicable) as well as traffic that originates on the network of one Party and connects to an Internet Service Provider (ISP) on the other Party's network
- 13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.
- 13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.
- 13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.
- 13.5. Compensation for SWBT-transited minutes of use (MOU) will be governed by the ICAs and interconnection agreement.

14. Total Compensable Local Traffic for Purposes of This Amendment:

- 14.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to ISPs to determine Total Compensable Local Traffic and the balance of traffic between the Parties.
- 14.2 IntraLATA toll and transited MOU will be excluded from these calculations.
 - 14.2.1. Subject to applicable confidentiality guidelines, ILEC and CLEC will cooperate to identify transiting traffic; originators of such transiting traffic; and information useful for settlement purposes with such transit traffic originators.
 - 14.2.2. ILEC and CLEC agree to explore additional options for management and accounting of transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

14.2.3. The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

15. Rate Structure and Rate Levels:

15.1. The compensation structure and rates set forth in Exhibit A, hereto, shall be effective February 1, 2001 through May 31, 2003, and shall apply symmetrically for traffic terminated on either Party's network.

15.2. Treatment of In-Balance traffic:

15.2.1. Compensable Local Traffic volume each month below a terminating/originating ratio of 3:1 will be compensated at an In Balance Traffic blended rate as specified in Exhibit A, hereto.

15.3. Treatment of Out-of-Balance traffic:

15.3.1. Compensable Local Traffic volume each month exceeding a terminating/originating ratio of 3:1 is considered Out of Balance traffic and will be compensated at an Out of Balance Traffic blended rate as specified in Exhibit A, hereto.

15.4. Beginning June 1, 2003, and running through May 31, 2004, the compensation structure and rates set forth in Exhibit A, shall continue to apply symmetrically for traffic terminated on either Party's network, but the distinction between In-Balance and Out-of-Balance traffic shall not apply. During the period June 1, 2003 through May 31, 2004, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per MOU, regardless of the balance of traffic between the networks.

16. Reservation of Rights:

16.1. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under the Dispute Resolution provisions of this ICA or any future interconnection agreements between the Parties through May 31, 2004. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

16.2. The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and

Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.

16.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.

16.4. Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

17. Additional Terms and Conditions:

17.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

17.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other

rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

- 17.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through May 31, 2004, and shall be interpreted solely in accordance with its own terms.
- 17.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 17.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 17.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties (the Effective Date) upon the final signature date below.

Illinois Bell Telephone Company
Indiana Bell Telephone Company Incorporated
Michigan Bell Telephone Company
The Ohio Bell Telephone Company
Wisconsin Bell Inc. d/b/a Ameritech Wisconsin
Nevada Bell Telephone Company
Pacific Bell Telephone Company
The Southern New England Telephone Company
and Southwestern Bell Telephone Company

Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI metro Access Transmission Services LLC, f/k/a MCI metro Access Transmission Services, Inc. or MCI metro Access Transmission Services, Inc., or MCI metro ATS, Inc.; MCI WORLD COM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc.

By: David D. Kerr
Name: DAVID D. KERR
Title: President, Industry Markets
Date: JUL 03 2001

By: Michael A. Beath
Name: MICHAEL A. BEATH
Title: VICE PRESIDENT
Date: 6/12/01

EXHIBIT A

ATTACHMENT: RATE SCHEDULE

Worldcom Rates - In Balance Traffic (2/01/01 - 5/31/03)													
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
End Office Served	0.001700	0.001004	0.003746	0.004097	0.004241	0.003815	0.002019	0.001988	0.001843	0.002861	0.004358	SEE BELOW	
Tandem Served	0.002465	0.001461	0.005175	0.004556	0.005273	0.004697	0.003824	0.003851	0.002824	0.005347	0.006508		
Blended	0.00193	0.0011411	0.0041747	0.0042347	0.0045506	0.00408	0.002561	0.0025469	0.0021373	0.0036068	0.005003		
Worldcom Rates - Out of Balance Traffic (2/01/01 - 5/31/03)													
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
Year 1 (2/01/01 - 5/31/01)	0.001076	0.001004	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013
Year 2 (6/1/01 - 5/31/02)	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001
Year 3 (6/1/02 - 5/31/03)	0.000794	0.000262	0.001072	0.000307	0.000704	0.00066	0.001805	0.001514	0.000789	0.000956	0.001665	0.00067	0.001261
Worldcom Rates - All Traffic (6/01/03 - 5/31/04)													
Year 4 - (6/01/03 - 5/31/04)	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
(Regardless of Traffic Balance)	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005

California (in balance)			
End Office:	Set Up	0.007	
	Duration	0.00187	
	Tandem Served: Duration	0.0041	
	Blended: Duration	0.002539	
Nevada (in balance)			
End Office:	Set Up	0.00311	
	Duration	0.002506	
	Tandem Served: Duration	0.00409	
	Blended: Duration	0.0029812	