

NENA RECOMMENDED FORMAT
FOR DATA EXCHANGE
(VERSION 1)

<u>FIELD NAME</u>	<u>POSITION</u>	<u>BYTES</u>	<u>TYPE</u>	<u>DESCRIPTION</u>
Extract Date	191-196	6	N	Date on which the record was created in the format... MMDDYY
County ID	197-200	4	AN	County identification code (usually the FIPS code).
NOTE: County identification field is used to identify the county of call origination. The Subcommittee recommends use of the FIPS code assigned to each county by the U.S. Census Bureau.				
Company ID Identification	201-205	5	AN	Telephone Company code
Source ID	206	1	AN	Code which indicates whether data is part of the initial database creation process or part of the daily update process. Daily=Space, Initial Load=C
Zip Code	207-211	5	AN	Postal Zip Code
Zip +4	212-215	4	AN	Postal Zip Code Extension
General Use	216-226	11	AN	This field will be mutually used by data exchange partners to pass information not defined in previous fields.
Reserved	227-239	13	AN	This field is reserved for the processing telephone company's use.
End of Record	240	1	AN	Always an asterisk (*).

ASSUMPTIONS:

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- ° All fields are left-justified, with trailing spaces.
- ° The telephone company providing E9-1-1 Tandem routing must provide the governmental entity with a list of ESN's available for assignment by MSAG development personnel.

ATTACHMENT B

NENA RECOMMENDED HEADER FORMAT
FOR DATA EXCHANGE
(VERSION 1)

<u>NAME</u>	<u>POSITION</u>	<u>BYTES</u>	<u>TYPE</u>
Header Indicator	1-5	5	UHL
Extract Date	6-11	6	MMDDYY
Company Name	12-61	50	AN
Cycle Counter	62-67	6	N
County ID	68-71	4	AN
State	72-73	2	A
General Use	74-93	20	AN
Reserved	94-159	66	AN
End of Record	160	1	Always "**"

NOTE: All fields are left-justified, with trailing spaces, except the Cycle Counter, this field will be right-justified with with leading spaces.

Header records will employ cycle counting to ensure a cycle of updates is not missed.

When used with an ALI data file, the Reserved field will be expanded to 146 bytes.

ATTACHMENT C

NENA RECOMMENDED TRAILER FORMAT
FOR DATA EXCHANGE
(VERSION 1)

<u>NAME</u>	<u>POSITION</u>	<u>BYTES</u>	<u>TYPE</u>
Trailer Indicator	1-5	5	UTL
Extract Date	6-11	6	MMDDYY
Company Name	12-61	50	AN
Record Count	62-70	9	N
Reserved	71-159	89	AN
End of Report	160	1	Always "*"

NOTE: All fields are left-justified, with trailing spaces, except for the Record Count, this field will be right-justified with leading spaces.

Trailer records will employ record counting to ensure a record within an update file is not missed.

When used with an ALI data file, the Reserved field will be expanded to 169 bytes.

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APPENDIX 911

EXHIBIT V

DOCUMENTATION OF E911
CUSTOMER'S APPROVAL

APPENDIX DA

JULY 1996

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Appendix DA

DIRECTORY ASSISTANCE SERVICE

This Appendix sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance services for MFS.

I. SERVICE

Directory Assistance (DA) service consists of providing end user listing information (name, address, and published telephone number or an indication of "non-published status") to MFS's end users who call DA and whenever appropriate, performing Non-Published and Non-List service according to current SWBT methods and practices. DACC service consists of SWBT completing a call to the requested number on behalf of MFS's end user.

II. DEFINITIONS

The following terms are defined as set forth below:

- A. Directory Assistance Call Competition service (DACC) - Consists of SWBT completing a call to the requested number on behalf of MFS's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.
- B. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA operator.
- C. Non-Published Number - A telephone number that, at the request of the end user, is neither published in a telephone directory nor provided by a SWBT DA operator.
- D. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.
- E. IntraLATA home NPA - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- F. IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

III. RESPONSIBILITIES OF THE PARTIES

- A. At MFS's request, SWBT will perform DA service for MFS in the Metropolitan Exchange Areas shown in Schedule 3.0 of the Interconnection Agreement. The DA service provided by SWBT shall be comparable in every way to the directory assistance service SWBT makes available to its own end users.
- B. SWBT will provide and maintain its own equipment to furnish DA Services for said Areas.
- C. SWBT will provide DA service to MFS end users from its current DA records and will use the same methods, practices, and procedures that SWBT uses for its own end users, unless otherwise agreed to in writing by both parties, which methods, practices and procedures may change from time to time.
- D. SWBT will provide intraLATA home NPA DA Service and IntraLATA FNPA DA Service to MFS end users who dial 411 or NPA+ 555 + 1212.
- E. SWBT will provide branding when technically feasible, and MFS agrees to submit traffic solely on dedicated trunk groups.
- F. At MFS's request, SWBT shall provide caller-optional DACC service which is comparable in every way to the directory assistance call completion service SWBT makes available to its own end users. SWBT shall provide DACC to MFS's end users for local, intrastate, intraLATA, and interstate intraLATA calls only.
- G. SWBT will provide the same level of answer performance to MFS end users as it provides to its own end users and comply with the same quality of service requirements.
- H. MFS shall provide end user information to SWBT and SWBT shall update the DA Database with MFS listings within twenty-four (24) hours of receipt. The listings shall be passed to the SWBT DA Database via SWBT White Pages.
- I. MFS will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT DA TOPS switch.
- J. MFS will furnish in writing to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the Service. SWBT will provide MFS the billing records or other records associated with call completion services that include the call detail; including the originating number, of end users for whom calls have been completed by SWBT.

IV. BASIS OF COMPENSATION

Compensation for DA service shall be based upon the rates set forth in Exhibit I, which is attached and made part of this Appendix. These rates will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon one hundred twenty (120) days' notice to MFS.

V. MONTHLY BILLING

SWBT will render monthly billing statements to MFS and remittance in full will be due within thirty (30) days of receipt.

DA APPENDIX

EXHIBIT I

DIRECTORY ASSISTANCE RATES

MFS will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE (MO)</u> (Per Call)
1.	LOCAL DA	411	\$.2671
2.	TOLL DA	555	\$.2671
3.	INTRALATA FOREIGN NPA DA	FNPA 555	\$.2671
4.	DACC	Call Completion	\$.2400

APPENDIX FGA

JULY 1996

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APPENDIX FGA

This Appendix sets forth the terms and conditions under which the Companies will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

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

I. DEFINITIONS

- A. The term "Extended Area Service" (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- B. "Subscriber Access Lines" shall mean a communications facility extending from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- C. "Feature Group A Switched Access Service" includes all facilities and services rendered in furnishing FGA access service, both in EAS and nonEAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the parties to this Agreement.
- D. The "Primary Office Company" denotes the Party with the Primary office(s).
- E. The "Primary Office" is an office which: (1) directly or jointly connects to an Interexchange Carrier and/or end user; and (2) provides joint FGA switched access service to that Interexchange Carrier and/or end user with other end offices.
- F. The "Secondary Office Company" denotes the Party with the secondary office(s).
- G. The "Secondary Office" is any office involved in providing joint FGA switched access service to an Interexchange Carrier and/or end user through the switching facilities of the Primary office.
- H. "Revenues" under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Office Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Office Company is unable to collect, using its regularly established collection procedures. The Primary Office Company may offset uncollectibles against current revenue distribution.

- I. "Access Minutes" or "Minutes of Use" (MOU) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOU which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- J. "Currently Effective Tariff Rate" means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

II. UNDERTAKING OF THE PARTIES

A. Provision of Approved Tariff Rates

The Secondary Company shall provide the Primary Company all tariff rate revisions approved by the FCC or other appropriate regulatory authority at least 30 days in advance of their effective date. Beginning 45 days after the effective date of the tariff revisions, revenue distribution shall be based on the revised rates. However, if the Secondary Company fails to provide a new approved rate within 30 days of its effective date, the Primary Company has the option of delaying implementation of the new rate until the next month's revenue distribution cycle with no retroactive adjustments.

- B. Each party will, promptly upon request, furnish to the other such information as may reasonably be required to execute the provisions of this Appendix as described herein.
- C. As such time MFS provides local exchange service in additional Metropolitan Exchange Areas, it shall coordinate with SWBT to complete Exhibits I and II of this Appendix.

III. ADMINISTRATION OF REVENUE DISTRIBUTION

The Primary Office Company will be responsible for the administration, computation, and distribution of the FGA access service revenues collected on behalf of the Secondary Office Company. Each Party will promptly furnish to the other such information as may be required for the administration, computation, and distribution of revenue.

IV. MINUTES OF USE (MOU) DEVELOPMENT

The Parties shall calculate the amount of FGA revenues due each Party by determining the amount of FGA MOU attributable to each Party as described below.

A. Terminating MOU Development

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

Where the Primary Company bills, but cannot measure or identify the terminating FGA MOU by end office (i.e., as when a minimum monthly usage charge (MMUC) is applied), terminating MOU will be total unmeasured MOU allocated to the LATA. In this event, those MOU will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit II, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

B. Originating MOU Development

The Primary Office company will derive and distribute monthly originating FGA access MOU, billed by the Primary Office Company, to each Secondary Office Company's end offices in the EAS calling area, as identified in Exhibit I, which is attached hereto and is made a part hereof, based upon a ratio of each company's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Office Company.

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

V. CALCULATION OF REVENUE DISTRIBUTION

- A. The amount of premium or non-premium revenues due each end office each month shall be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues shall be calculated by the Primary Office Company by multiplying each of the Secondary Office Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element as described below) by the appropriate MOU calculated under Section IV.A. and B.
- B. Local Transport (or its equivalent under the Secondary Office Company's tariff and called "Transport" in this agreement) compensation will be determined for

each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOU (as calculated under Sections IV.A. and B.) by the Secondary Office Company's percentage ownership of facilities agreed on by the Companies and set out in Exhibit II.

VI. REVENUE DISTRIBUTION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- A. The Primary Office Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and nonEAS, access service due the Secondary Office Company.
- B. The monthly compensation statement will show, for each Secondary Office, separately:
 - 1. The total number of non-premium or premium terminating MOU and revenues.
 - 2. The total number of non-premium or premium originating MOU and revenues.
 - 3. The total compensation due the Secondary Office Company, by rate element.
 - 4. The number of terminating MOU recorded by the Primary Office Company.
 - 5. The number of originating MOU estimated by the Primary Office Company pursuant to Section IV.B.
 - 6. The number of access lines used to prorate originating usage pursuant to Section IV.B.
 - 7. The percent ownership factor, if any, used to prorate Local Transport revenues.
 - 8. Adjustments for uncollectible.
- C. As soon after the end of each billing period as is practical, the Primary Office Company shall remit the compensation amount due the Secondary Office Company. Where more than one compensation amount is due, they may be combined into a single payment.

VII. MISCELLANEOUS PROVISIONS

This Appendix shall remain in effect until terminated by thirty (30) calendar days written notice by either party to the other designed representative of the other.

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APPENDIX FGA

EXHIBIT I

EAS LOCATIONS FOR ORIGINATING AND TERMINATING
FEATURE GROUP A ACCESS SERVICE

Primary Office Company		Secondary Office Company		
<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>ACCESS LINES</u> ¹

¹The number of access lines will be considered Proprietary Information under Section 28.6 of the Interconnection Agreement.

APPENDIX FGA

EXHIBIT II

LOCATION FOR LATA WIDE TERMINATION
OF FEATURE GROUP A ACCESS SERVICES IN
NON-EAS CALLING AREAS

SECONDARY OFFICE
COMPANY

<u>CLLI</u>	<u>NPA-NXX</u>	<u>Access Lines²</u>	<u>% Ownership Of Transport Facilities</u>	<u>LATA</u>
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² The number of access lines will be considered Proprietary Information under Section 28.6 of the Interconnection Agreement.

APPENDIX RESALE

JULY 1996

Appendix RESALE

This Appendix sets forth the rates, terms, and conditions for certain services which MFS has requested that SWBT provide to MFS for resale at wholesale rates.

TERMS & CONDITIONS OF SERVICE

1. SWBT will provide the services covered by this Appendix at the wholesale rates specified in the attached Exhibits subject to the availability of facilities. In addition, SWBT will allow MFS to resell its intraLATA Toll services in Missouri at a rate which is 15% less than the retail rate.
2. The rules and regulations associated with the corresponding tariffs, including but not limited to the General Exchange Tariff, Local Access Services Tariff, and the individual retail service tariffs (hereinafter "corresponding tariffs") apply to all services available pursuant to this Appendix listed on the Exhibits attached hereto, unless otherwise specified herein.
3. MFS shall be permitted to resell SWBT telecommunications services only to the same class of end users to which SWBT sells the same services, e.g., residence service may not be resold to business end users.
4. MFS shall not use resold Telephone Exchange Service to provide Exchange Access to other Telecommunications Carriers. MFS may permit its end users to use resold Telephone Exchange Service to access Telecommunications Carriers.
5. Without SWBT's written authorization, MFS shall not offer the services provided pursuant to this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates. Nor shall MFS state or imply that there is any joint business association or similar arrangement with SWBT in the provision of services to its own end users. MFS may brand services provided pursuant to this Appendix with its own brand name.
6. When initiating service to a new end user or converting a SWBT account to an MFS account, or between Local Service Providers (LSPs), MFS shall pay appropriate nonrecurring charges listed in the corresponding retail tariff with a discount of 25% applied.
7. The Service Order Charges for additional lines (contained in the tariff) shall be available only to additional lines. Additional lines are requests for additional line service by an end user at the same location where the end user is already receiving local exchange service on the SWBT local exchange network.

8. If one Party is in violation of any provision of this Appendix, the first Party shall notify the second Party of the violation in writing. At such time, the second Party will have thirty (30) days to correct the violation and notify the first Party in writing that the violation has been corrected and to pay any amounts (except disputed amounts under Section 28.12 of the Interconnection Agreement) which should have been paid to the first Party or the actual revenues collected by the second Party from its end users for the stated violation, whichever is greater.

ANCILLARY SERVICE

1. Where available, SWBT will afford MFS' local exchange end users with the ability to access 911 services. MFS shall pay to SWBT all applicable 911 surcharges, on a per line basis, for purpose of 911 administration. Where requested by SWBT, MFS shall provide accurate and complete information regarding MFS' end users in a format and time frame prescribed by SWBT.
2. SWBT shall provide MFS' end users with access to SWBT Directory Assistance Service (DA) and Operator Services (OS). MFS shall pay SWBT amounts attributable to such services used by MFS' end users. Prices associated with the provision of OS shall be those contained in the corresponding retail tariff. DA Services shall be provided in accordance with the rates, terms, and conditions contained in the DA Appendix.
3. SWBT shall provide a straight line listing for each MFS end user in the appropriate SWBT White Pages directory and will deliver local directories to MFS end user's premises at the same time directories are delivered to SWBT end users. Subscriber listing information for resold local exchange service is and shall remain the property of SWBT.

Additionally, Enhanced Listing services (i.e., Signature Listings and additional listings) can be purchased by MFS for its end users on a per listing basis. MFS shall pay SWBT amounts attributable to Enhanced Listing services used by MFS' end users. The prices contained in the White Pages Appendix shall apply to such services.

ADDITIONAL SERVICES

At its option, MFS may negotiate additional or different terms and conditions for resale with SWBT other than those set forth in this Appendix. Should MFS request to resell at wholesale rates additional services beyond those listed in the attached Exhibits, the Parties shall negotiate terms in good faith; provided, however, that Plexar® Custom, customer-owned private pay phone lines, grandfathered services, Lifeline and Link-Up services, packages and promotional offerings, and services with legislatively or Commission mandated special discounts will not be provided for resale at wholesale rates, except as directed by the FCC or the Commission.

RESPONSIBILITIES OF SWBT

1. SWBT shall allow MFS to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from MFS, shall provide interface specifications for electronic access for these functions to MFS once such electronic interfaces become technically feasible and are in place. However, MFS shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available.
2. SWBT shall implement MFS service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
3. MFS will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. MFS will be assigned a customer contact center when initial service agreements are made. MFS' end users calling SWBT will be referred to MFS at the number provided by MFS.
4. SWBT will provide MFS with the detailed billing information in a standard electronic format necessary for MFS to issue a bill to its end users. MFS will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services.
5. SWBT will issue service orders at the request of MFS and other certified LSPs. Neither Party shall be obligated by this Appendix to investigate any allegations of slamming on behalf of the other Party or a third party. SWBT will investigate an alleged incidence of slamming on behalf of MFS, upon request for a \$50.00 investigation fee.
6. For existing lines, end users switching from a directly-provided service to the same service resold by MFS shall be allowed to retain their existing telephone number(s).

RESPONSIBILITIES OF MFS

1. When SWBT receives an order from MFS for services under this Appendix and SWBT is currently providing services under this Appendix to another local service provider for the same end user, SWBT shall notify the LSP of record of such order coincident with processing the order. It shall then be the responsibility of the LSP of record and MFS to resolve any issues related to the end user.
2. MFS is solely responsible for the payment of charges for all services furnished in this Appendix including, but not limited to, calls originated or accepted at its own premises and its end users' service locations, with the exception of any services SWBT elects to directly provide and bill to MFS' end users.

Compensation for all services shall be paid regardless of MFS' ability or inability to collect charges from its end user for such service.

PROCEDURES FOR NONPAYMENT AND DISCONNECTION

1. If MFS fails to pay charges owed to SWBT when due and such charges remain unpaid more than fifteen (15) days after the due date, SWBT shall notify MFS in writing that in order to avoid having service disconnected, MFS must remit all Unpaid Charges to SWBT within fourteen (14) business days.
2. If any MFS charges remain unpaid and undisputed twenty-nine (29) days past the due date, SWBT shall notify MFS, the appropriate Commission(s), and the end users' IXC(s) of Record in writing that unless all charges are paid within sixteen (16) days, MFS's service shall be disconnected and its end users shall be switched to SWBT local service. SWBT will also suspend order acceptance at this time.
3. If any MFS charges remain unpaid and undisputed forty (40) days past the due date, MFS shall, at its sole expense, notify its end users, the appropriate Commission(s) and the end users' IXC(s) of Record that their service may be disconnected for MFS's failure to pay Unpaid Charges and that its end users must select a new local service provider within five (5) days. They shall also note that SWBT will assume the end user's account at the end of the five- (5-) day period should the end user fail to select a new local service provider.
4. If any MFS charges remain unpaid and undisputed forty-five (45) days past the due date, SWBT shall disconnect MFS and transfer all MFS's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through MFS at the time of transfer. SWBT shall inform the appropriate Commission(s) and the end users' IXC(s) of Record of the names of all end users transferred through this process. Applicable charges for switching end users from MFS to SWBT shall be assessed to MFS.
5. Within five (5) days of the transfer (50 days past MFS's due date), SWBT shall notify all affected end users that because of failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
6. If any end users fails to select a local service provider within thirty (30) days of the change of providers (80 days past MFS's due date), SWBT shall terminate the end user's service. SWBT shall notify the appropriate Commission(s) and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
7. After disconnection procedures have begun, SWBT shall not accept service orders from MFS until all Unpaid Charges are paid. SWBT shall have a right to require a deposit equal to one (1) month's charges (based on highest previous month of service from SWBT) prior to resuming service to MFS after a disconnect for nonpayment.

RESPONSIBILITIES OF BOTH PARTIES

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers as amended by SWBT from time to time. Both Parties agree to abide by the procedures contained therein unless MFS notifies SWBT of its objections within thirty (30) days of the dissemination of methods and procedures.

MISSOURI
Volume and Term Discount Pricing*
Business Access Lines/Trunks#

Monthly # of Lines	MTM	2 Years	5 Years	10+ Years
0 - 5K	5.00%	6.00%	7.00%	8.00%
5 - 10K	5.50%	7.00%	8.00%	9.00%
10 - 15K	6.00%	7.50%	8.50%	9.50%
15K +	6.50%	8.00%	9.00%	10.00%

* - Discounts apply to Monthly recurring rates

- Mandatory EAS services will be discounted at the same rate

Services that count toward volume:

Analog Trunks

Business 1 Party

Business - Multi-Line

Business - Measured

Business - Measured (HTG Class of Service)

Digital Trunks

Semi Public Coin Telephone Service

Semi Public Coinless Telephone Service

Semi Public Coinless - Outward only

Semi Public Outgoing Only/1 Way Originating

Additional Services to which Discounts Apply:

Mandatory EAS

Metropolitan Calling Area (MCA)

Optional EAS

Plexar I

Plexar II

At the start of resale service, MFS shall designate at which point on the above matrix MFS expects to operate for the first year. On each anniversary date of its operations, the Parties will compare MFS's actual volume against the discount shown on the matrix and used throughout the year. Billings for the year just ended will be trued-up to MFS's actual performance. In the subsequent year, the actual volume experienced by MFS will be used throughout the following year, and SWBT will apply the applicable discount shown on the matrix.

MISSOURI
Volume and Term Discount Pricing*
Business Vertical Services#

Average of	MTM	2 Years	5 Years	10+ Years
0-1.99 svc per line	5.00%	8.00%	10.00%	12.00%
2-2.99 svc per line	12.50%	17.50%	22.50%	25.00%
3-10.99 svc per line	20.00%	27.50%	32.50%	35.00%
11+ svc per line	30.00%	37.50%	42.50%	45.00%

The LSP must achieve the required average number of vertical services per line to receive the corresponding discount on a per service basis. Only individually purchased services, not services purchased through a package, count toward the average.

* - Discounts apply to Monthly recurring rates and non-recurring charges.

- Vertical discounts apply per service per Business line. Discounts do not apply to services provided as part of a package of services. Services are subject to availability.

Services Available via these terms and conditions:

Anonymous Call Rejection	Call Waiting
Auto Redial	Caller ID (name and/or number)
Auto Redial - Usage Sensitive	ComCall®
Call Blocker	Personalized Ring (1 or 2 dependent number(s))
Call Forwarding	Priority Call
Call Forwarding - Busy Line	Remote Access to Call Forwarding
Call Forwarding - Busy Line/Don't Answer	Selective Call Forwarding
Call Forwarding - Don't Answer	Simultaneous Call Forwarding
Call Return	Speed Calling 8
Call Return - Usage Sensitive	Three Way Calling
Call Trace	

Southwestern Bell reserves the right to change the name of the service(s) to which Southwestern Bell holds a trademark or servicemark. MFS will not be allowed to use these service names except under written agreement.

At the start of resale service, MFS shall designate at which point on the above matrix MFS expects to operate for the first year. On each anniversary date of its operations, the Parties will compare MFS's actual volume against the discount shown on the matrix and used throughout the year. Billings for the year just ended will be trued-up to MFS's actual performance. In the subsequent year, the actual volume experienced by MFS will be used throughout the following year, and SWBT will apply the applicable discount shown on the matrix.

APPENDIX WP
JULY 1996

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Appendix WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and MFS agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which MFS also provides local exchange telephone service, and MFS wishes to include listing information for its end users in the appropriate SWBT White Pages directories.
2. MFS also desires distribution to MFS' end users' premises of the White Pages directories that include listings of MFS' end users. MFS further desires bulk delivery of directories to a designated location concurrent with the delivery of directories to its end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and MFS agree as follows:

I. SERVICE PROVIDED

- A. SWBT shall use the practices, rules and regulations applicable to the provision of White Pages directories on a nondiscriminatory basis. SWBT will include in appropriate White Pages directories the primary alphabetical listings of all MFS end users located within the local directory scope.
- B. On a daily basis or as otherwise agreed, MFS shall furnish to SWBT, in a format acceptable to both Parties, a single feed of subscriber listing information pertaining to MFS end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory. From the single feed, SWBT shall forward MFS end user information to SWBT's White Pages directory and directory assistance databases and to third party publishers designated by MFS where SWBT transmits its own end user listings to the same third party. SWBT shall provide such MFS listing information to designated third parties for an administrative fee per publisher as set forth in the compensation schedule.
- C. MFS' end user listings are to be interfiled (interspersed) in the directory among SWBT's end user listing information with no discernible differentiation in the listings to indicate to the reader that the listings are served by another carrier.

- D. Ninety (90) days prior to the business office close date for a particular directory, SWBT shall provide MFS a verification list of MFS' end user listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address (DDA) information for each MFS end user. MFS shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within sixty (60) days of receipt of the list from SWBT.
- E. SWBT will provide a directory delivery list which will be derived from the DDA information which MFS will use to determine the number of directories that each MFS end user will require. MFS will verify, annotate and return this delivery list to SWBT thirty (30) days prior to the commencement of delivery. SWBT will provide one copy of the directory to MFS end users, unless otherwise instructed by MFS.
- F. Sixty (60) days prior to the directory close, MFS shall also provide to SWBT a written forecast of the total number of directories that MFS will require. Such forecast will include both the number of book copies to be delivered to MFS' end users as part of SWBT's annual directory distribution and the number of book copies to be delivered in bulk to MFS to support MFS' projected needs the following year. In its order to the directory printer, SWBT shall specify the number of copies that MFS has requested of a particular directory. SWBT shall distribute the directory annually, at MFS' option, and shall make any subsequent distribution under the terms set forth in Section III.
- G. SWBT will include MFS specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, MFS shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.

II. USE OF END USER LISTING INFORMATION

MFS authorizes SWBT to use the end user listing information provided to SWBT pursuant to this Appendix for the purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases (where such service is provided by SWBT), and, at the request of MFS, transmittal to designated third party directory publishers.

III. COMPENSATION

The following compensation rates are in effect for the term of this appendix agreement. If more favorable compensation provisions are provided to another LSP, MFS may avail itself of such provisions upon request.

- A. Subsequent to its initial order, and at the time of delivery, SWBT will assess MFS a \$6.50 annual, per listing charge for White Pages directory services. Included in this rate MFS will receive for its end users:
 - 1) One (1) Primary Directory Listing; and
 - 2) One (1) copy of the directory delivered to MFS end user premises.
- B. On a one-time basis, at the time of MFS' initial order, SWBT will provide a total allotment of 200 book copies of the SWBT White Pages directory for the St. Louis metropolitan area which will be delivered to MFS end users. SWBT will waive the \$6.5 fee for each of these 200 book copies.
- C. Additionally, on a one-time basis, at the time of its initial order, SWBT further agrees to provide, in bulk, to MFS a total of 200 additional book copies of those directories with a close date during the term of this Agreement, at no charge to MFS. MFS agrees to pay SWBT \$5.00 for each additional book copy, ordered at the time of its initial request, beyond the 200 copies. Such book copies will be delivered in bulk to MFS.
- D. For any subsequent directory order, SWBT shall charge MFS \$10.00 per book copy. This rate is applicable, per book copy, whether subsequent directories are delivered in bulk to MFS or to MFS' end users.
- E. SWBT agrees to provide to MFS, for resale to its end users, enhanced residential listings (i.e., signature listings), at an eight percent (8%) discount from SWBT's retail tariff rates.
- F. Where an MFS end user requires additional listings to appear in the White Pages directory, SWBT agrees to provide MFS such listings at an eight percent (8%) discount from SWBT's retail tariff rates.

- G. At MFS' request, SWBT shall transmit MFS' end user listing information to designated third party directory publishers for a one-time administrative fee of \$100.00 per directory publisher.

IV. ASSIGNMENT

The end user listing information shall remain the property of MFS. Except as stated herein, SWBT shall not sublicense, assign, sell or transfer the end user listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the end user listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

V. LIABILITY

- A. MFS hereby releases SWBT from any and all liability for damages due to errors or omissions in the subscriber listing information that MFS supplied to SWBT for inclusion in the White Pages subject to the provisions in paragraph I., D. above.
- B. This Appendix shall 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 shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in this Appendix shall 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 shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. TERM

- A. This Appendix shall continue in force for one (1) year, or until terminated by either Party to the other with sixty (60) days prior written notice. After one year, the agreement shall continue if the parties are able to reach mutually agreeable terms regarding rates and conditions. Upon termination of this agreement, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by MFS, and shall promptly return such subscriber listing information to MFS.

- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

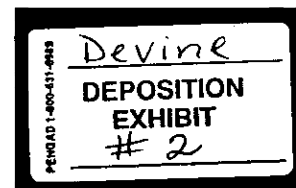


Communications Company, Inc.

GOVERNMENT AFFAIRS OFFICE
3000 K STREET, N.W., SUITE 300
WASHINGTON, D.C. 20007
TEL (202) 424-7709
FAX (202) 424-7645

February 7, 1996

VIA OVERNIGHT MAIL



Horrace Wilkin
Regional President
Southwestern Bell -- Missouri
100 N. Tucker
St. Louis, Missouri

Re: Request for Interconnection Negotiations Pursuant to Section 251(c)(1) of the Telecommunications Act of 1996

Dear Mr. Wilkin:

As you already know, President Clinton is about to sign into law the Telecommunications Act of 1996. I am writing to inform you that pursuant to Section 101 of that Act, creating new Section 251(c)(1) of the Communications Act, MFS Communications Company, Inc. ("MFS"), on behalf of its subsidiaries providing telecommunications services in Missouri, requests that Southwestern Bell -- Missouri commence good faith negotiations with us to fulfill the interconnection duties described in paragraphs (1) through (5) of new Section 251(b) and paragraphs (2) through (6) of new Section 251(c). I also remind you that as a precondition to receiving authority to provide interLATA services in-region, Southwestern Bell -- Missouri must offer terms and conditions for interconnection with your local network facilities and services that satisfy the more extensive 14-point checklist provided in new Section 271(c)(2)(B).

To help initiate the process of interconnection negotiations, we have attached a copy of a model agreement that includes certain of the terms and conditions for interconnection now required of incumbent local exchange carriers under the Telecommunications Act of 1996. In accordance with the duties of incumbent local exchange carriers found in new Sections 251 and 252 of the Communications Act, and pursuant to the specific interconnection requirements added in new Section 271(c)(2)(B) as a condition for interLATA Authority, the following arrangements are offered as a general framework from which we may commence interconnection negotiations:

1. Network Interconnection Architecture (New Sections 251(c)(2), 271(c)(2)(B)(i), (x))

MFS and Southwestern Bell - Missouri should establish efficient and reciprocal interconnections between their respective networks. Any interconnection established

between the parties should include non-discriminatory and real-time access to databases and associated signaling necessary for call routing and completion, and this access should be provided at cost-based rates pursuant to new Section 252(d)(1).

2. Meet-Point Billing Arrangements (New Sections 251(c)(2)(D) and 271(c)(2)(B)(i))

Southwestern Bell -- Missouri should extend to MFS meet-point billing arrangements, so that MFS may timely offer a common transport option to parties purchasing originating and terminating switched access services from MFS' end office switches which it utilizes to provide local exchange services.

3. Reciprocal Exchange of Traffic and Compensation (New Sections 251(b)(5) and 271(c)(2)(B)(xiii))

MFS and Southwestern Bell -- Missouri should reciprocally exchange traffic between their networks, so as to allow the seamless and transparent completion of all intraLATA (including "local") calls between their respective exchange service users in a given LATA.

The termination rate should be imputable into Southwestern Bell -- Missouri's end user calling rates, after discounts. Such arrangement is contemplated by new Section 252(d)(2)(B)(i) of the Communications Act.

Additionally, Southwestern Bell -- Missouri should agree to route traffic through its tandem network in order to enable the efficient interchange of traffic between MFS and other local service competitors or independent LECs operating in the LATA, via the same trunk groups over which MFS and Southwestern Bell -- Missouri exchange traffic in that LATA. Such transiting function should be provided at the option of MFS and the other carriers. For such traffic which MFS originates to another local competitive carrier or independent LEC, Southwestern Bell -- Missouri should bill MFS a reasonable, incremental cost-based transiting charge per minute; Southwestern Bell -- Missouri should be responsible for negotiating transiting compensation with the other competitors or independent LECs for traffic they originate to MFS via the Southwestern Bell -- Missouri tandem. To the extent Southwestern Bell -- Missouri offers a more favorable transiting charge to any other independent or competitive local service provider, Southwestern Bell -- Missouri should provide that same rate to MFS.

4. Ancillary Platform Arrangements (New Sections 271(c)(2)(B)(vii)-(viii))

The agreement should enable MFS to offer seamless service by establishing access to all applicable ancillary platform arrangements, including the following: 9-1-1/E-9-1-1, Directory Assistance, Directory Listings and Directory Distribution, Transfer of Service

Announcement, Coordinated Repair Calls, and Busy Line Verification and Interrupt. MFS must be allowed access to these platforms on non-discriminatory and cost-based terms pursuant to the pricing standards established in new Section 252(d)(1). 9-1-1 access must include: (1) appropriate trunk connections to Southwestern Bell -- Missouri 9-1-1/E-9-1-1 selective routers or tandems; (2) automated procedures for loading MFS-supplied data into ALL databases; and (3) comply with all local and regional 9-1-1/E-9-1-1 plan requirements.

5. Unbundled Loops (New Sections 251(c)(2),(3) and 271(c)(2)(B)(ii),(iv))

Southwestern Bell -- Missouri should provide unbundled loops to MFS on cost-based terms (pursuant to new Section 252(d)(1)), along with a specific rollout plan. MFS should be allowed to access and interconnect to unbundled loops via expanded interconnection facilities. Loops should be provided at a fixed, monthly recurring, per-loop rate which is imputable into standard bundled local exchange access line rates. All relevant quality, provisioning, maintenance and conversion intervals for unbundled loops should be comparable in all material respects to the quality and intervals Southwestern Bell -- Missouri provides to its most favored end users for bundled access line services.

In addition to unbundling of loops from the central office to the customer premises, MFS also requests (a) interconnection pursuant to Section 251(c)(2) at the first point in the network (looking out from the central office) at which it can obtain access to a dedicated pair of copper wires to the customer's premises, and (b) unbundled access pursuant to Section 251(c)(3) to the portion of the local loop extending from this interconnection point to the customer's premises. Depending on the configuration of the local network, the interconnection point may in some instances be at the central office itself, but in other instances may be at other intermediate distribution points in the network, including (for example) locations where copper loops are connected to a remote switching module, or to the subscriber terminal of a Digital Loop Carrier or similar loop carrier system.

6. Number Portability (New Sections 251(b)(2) and 271(c)(2)(B)(xi))

Until such time as permanent number portability has been fully implemented pursuant to new Section 251(b)(2), MFS and Southwestern Bell -- Missouri will provide interim number portability to one another through the use of remote call forwarding ("RCF") capabilities. Interim and permanent number portability should include telephone numbers used for the provision of information services, including but not limited to "976" prefixes. On all calls which terminate to a party through an RCF arrangement, that party should be compensated by the party providing the RCF arrangement, as if the call had been directly-dialed to the telephone number to which the call had been forwarded. Thus, for instance, an RCF'ed interLATA call would be compensated at the otherwise applicable intrastate terminating

switched access rate; an RCF'ed "local" call would be compensated at the reciprocal compensation rate which would otherwise apply for direct-dialed local calls. The parties should commit to migrate to the statutorily required permanent number portability solution as soon as technically possible. Costs to implement permanent number portability must be borne by all telecommunications carriers on a competitively neutral basis pursuant to new Section 251(e)(2).

7. Access to Rights-of-Way (New Sections 251(b)(4) and 271(c)(2)(B)(iii))

Southwestern Bell -- Missouri should afford MFS access to its poles, ducts, conduits, and rights-of-way to the extent needed by MFS to provide local exchange services. This includes access to customer buildings, and "telephone closets," risers, and conduits within buildings. Such access should be provided at rates, terms, and conditions consistent with the Pole Attachment Act of 1978 as amended by the Telecommunications Act of 1996 (amended 47 U.S.C. § 224).

8. Resale of Local Services (New Sections 251(c)(4) and 271(c)(2)(B)(xiv))

Southwestern Bell -- Missouri should offer to MFS for resale, at wholesale rates as defined in new Section 252(d)(3), any telecommunications services, specifically including without limitation Centrex services, that Southwestern Bell -- Missouri provides at retail to subscribers who are not telecommunications carriers.

9. Physical Collocation (New Section 251(c)(6))

MFS requests that Southwestern Bell -- Missouri provide MFS physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier to the extent that space is available at such locations.

10. Numbering Administration (New Sections 251(b)(3) and 271(c)(2)(B)(ix))

Until the date by which telecommunications numbering administration guidelines, plan, or rules are established pursuant to new Section 251(e), Southwestern Bell -- Missouri should provide non-discriminatory access to telephone numbers for assignment to MFS' customers.

11. Notice of Changes (New Section 251(c)(5))

MFS requests that Southwestern Bell -- Missouri advise us as to how it intends to provide reasonable public notice of any changes in the information necessary for the transmission and

February 7, 1996

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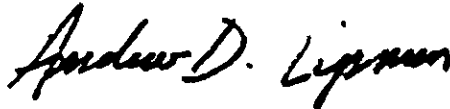
routing of services using Southwestern Bell -- Missouri's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks.

The above listing of requested arrangements is meant only to provide a basis from which to commence interconnection negotiations. MFS reserves the right to suggest additional or modified arrangements as negotiations proceed. It is the hope of MFS that a legally sufficient and mutually satisfactory agreement may be reached voluntarily between the parties. In the case that this is not achievable, however, MFS reminds Southwestern Bell -- Missouri that if no agreement is reached within 135 days from the date of this letter, either party may request that the State commission enter the negotiations as arbitrator of any unresolved issues pursuant to new Section 252(b).

In light of the need to engage in meaningful negotiations before the expiration of the 135 days provided in the new Act for voluntary negotiations, MFS requests a written response to this letter by February 22. Upon receiving your written acceptance to engage in these statutorily required negotiations, we hope to plan with you a preliminary schedule of meetings to discuss these issues in detail.

I look forward to your prompt response to our request to negotiate a comprehensive interconnection agreement pursuant to the terms specified in the newly enacted Telecommunications Act of 1996. Should you have any questions as to this correspondence, please contact me at (202) 424-7833 or Alex Harris at (212) 843-3051.

Sincerely,



Andrew D. Lipman
Senior Vice President
Legal & Regulatory Affairs

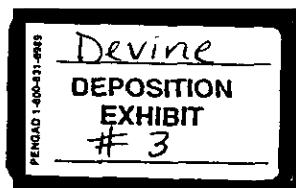
cc: Royce J. Holland
Alex J. Harris

Attachment

154107.1E



MFS Communications Company, Inc.
Regulatory Group
23 Whitehall Street, 10th Floor
New York, New York 10004
TEL (212) 843-3088
FAX (212) 843-3080



June 10, 1996

VIA Facsimile & US Mail

Mr. Stephen M. Carter
Vice President & General Manager
Southwestern Bell Telephone
One Bell Center, Suite 4110
St. Louis, Missouri 63101

Re: MFS' Compromise Proposal

Dear Stephen:

For the past several months, MFS Communications Company, Inc. (MFS) and Southwestern Bell Telephone (SWBT) have been negotiating the terms and conditions of an interconnection agreement pursuant to duties established by the Telecommunications Act of 1996 (TA96). MFS actually initiated general discussions with SWBT regarding interconnection arrangements in November, 1995 (prior to TA96). Shortly thereafter MFS concluded a comprehensive interim interconnection agreement with Pacific Bell. MFS provided SWBT a copy of the Pacific Bell agreement as a guide for discussions. On February 8, 1996, MFS formally initiated negotiations with SWBT pursuant to TA96, by sending a bona fide request letter to the heads of the various SWBT local operating companies. Accompanying each request letter was a copy of MFS' generic Co-Carrier Agreement template (upon which the Pacific Bell agreement was based).

On May 23, following MFS' execution and announcement of a comprehensive five state interconnection agreement with Ameritech, I sent you a copy of the MFS-Ameritech agreement for Illinois (the "Illinois Agreement"), which was based on the same generic Co-Carrier Agreement template which MFS had provided to SWBT on February 8. In providing the Illinois Agreement to you, I indicated that MFS considered it a model for an agreement between MFS and SWBT and asked for your comments.

Following receipt of MFS' generic template agreement on February 8, (copies of which were also provided to SWBT negotiating team members), SWBT indicated it would respond by providing a red-lined mark-up of that document. However, in early March, SWBT instead sent its own master agreement which it has continuously followed with numerous versions of multiple appendix agreements containing diverse terms. MFS initially and subsequently indicated its disappointment that SWBT did not directly respond

Mr. Stephen M. Carter
June 6, 1996
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to MFS' prior proposal, and voiced concern that SWBT's multiple agreement format might make it difficult for MFS and SWBT to actually reach agreement. However, in hopes of moving discussions along, MFS provided comments on issues of critical importance and instructions for revisions to various of the drafts provided by SWBT. To my knowledge, MFS' proposed revisions have never been fully incorporated into subsequent SWBT drafts.

On Friday, June 7, 1996, we held a conference call to determine our progress toward an agreement. As reviewed during our conference call, our negotiating teams identified eight major areas of outstanding disagreement:

1. Format of an agreement (number of agreements, text based on MFS' or SWBT template);
2. Interim Number Portability (INP) rate structure, rate levels;
3. Reciprocal compensation rate structure, rate levels;
4. Number and location of physical interconnection points;
5. Most Favored Nations provisions;
6. Liquidated Damages provisions;
7. Effective dates; and
8. Unbundled loop prices.

This was not an exhaustive list of differences, but rather was a list of the major items the negotiating teams felt could most likely derail negotiations.

During our conference call, MFS offered a compromise package designed to allow MFS and SWBT to complete negotiations and execute agreements by June 21, 1996. The MFS-offered compromise package is summarized below:

1. Format:

As part of this compromise package, MFS proposes that MFS and SWBT complete and execute two agreements addressing all interconnection issues identified in TA96, by June 21, 1996. Owing to the short period of time available and the proven track record of the text (previous iterations executed with NYNEX, Pacific Bell, GTE and Ameritech), MFS proposes to employ the Illinois Agreement as the basis for both these agreements. All remaining terms and issues not specifically mentioned below, would be resolved pursuant to the provisions of the Illinois Agreement.

The first of the MFS-SWBT agreements would be a comprehensive interconnection agreement covering all arrangements except access to unbundled network elements. This agreement would contain all terms, conditions and rates, and would be complete as executed for the arrangements covered therein. This agreement

would be submitted for approval by state regulators pursuant to Section 252 of TA96, as a "negotiated agreement" addressing satisfying all interconnection terms except access to unbundled network elements.¹

The second agreement would cover only access to unbundled network elements. This document would incorporate all terms and conditions pertaining to access to unbundled network elements which are contained in the Illinois Agreement, including the Network Element Bona Fide Request and the Liquidated Damages provisions, but excluding the price of the unbundled loops. In this agreement, MFS and SWBT would stipulate that all issues regarding unbundled network elements have been resolved except for unbundled loop pricing and that unbundled loop pricing will be the only issue to be submitted for arbitration by state regulators. MFS would subsequently submit this issue and agreement for arbitration.

2. Interim Number Portability (INP)

As part of this compromise package, MFS proposes:

Monthly Recurring Charges Per Number

residential: \$1.75 per ported number, including 3 paths

business: \$2.10 per ported number, including 10 paths

Additional Path Charges

\$0.10 per each additional path (both res. and bus.)

EMS Additive

Missouri: none

Texas: \$6.00 per month

Terminating Compensation

Full pass-through pursuant to the Illinois Agreement.

¹ Pursuant to our discussions, the terms contained in the companion Meet Point Billing Agreement executed by MFS and Ameritech would be incorporated into the section pertaining to Interconnection for Exchange Access Traffic. Provisions or appendices covering white pages listings, directory assistance and 9-1-1 would be incorporated to the extent already agreed upon; remaining terms would be adapted from the MFS Co-Carrier template provided on February 8. Provisions or appendices covering Billing Settlements and cellular traffic handling would be adapted and incorporated from SWBT drafts.

3. Reciprocal Compensation

As part of this compromise package, MFS proposes the following terms for reciprocal compensation for all traffic handed off at a designated interconnection point pursuant to an interconnection agreement:

local:	\$0.0085 per minute
EAS:	\$0.0183 per minute
Transit:	\$.003 per minute
Toll:	switched access

4. Number and Location of Physical Interconnection Points

As part of this compromise, MFS will not insist on a single point of interconnection per LATA (as described in the Illinois Agreement), but instead will agree to a single point of interconnection per metropolitan area (Fort Worth being a separate metro area from Dallas) in which MFS provides service. While specific language defining metropolitan area needs to be developed, in no case shall the number of points of interconnection in a LATA exceed the number of access tandems maintained by SWBT in that LATA. Except for this change, the text pertaining to this provision should mirror Sections 4, 5, 6 and 8 of the Illinois Agreement.

5. Most Favored Nations Provisions

Essentially identical to the Illinois Agreement for both agreements.

6. Liquidated Damages Provisions

Essentially identical to the Illinois Agreement for both agreements.

7. Effective Date

As part of this compromise, MFS insists that the negotiated interconnection agreement have an effective date of no later than July 26, 1996. The arbitrated network element agreement should be effective upon approval by state regulators in each state.

8. Unbundled Loop Prices

As part of this compromise, MFS proposes that this item be submitted for arbitration by state regulators as described above.

Mr. Stephen M. Carter
June 6, 1996
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Based on our discussion during the conference call Friday, it is my understanding that MFS and SWBT are in essential agreement on the following points:

- The interconnection (i.e., negotiated) agreement will be a single document with at most five (5) appendix agreements for 9-1-1, directory assistance, white pages listings, Billing Settlement, and Cellular.
- As part of an overall compromise, SWBT is not adverse to full pass-through of terminating compensation on INP traffic.
- The Parties agree on all reciprocal compensation rates specified in the MFS' proposal above, except for the local rate. SWBT is not opposed to a single local rate (no tandem/end office differential) as part of an overall agreement.
- MFS and SWBT will interconnect at one point in each major metropolitan area and the interconnection network sections will follow the Illinois Agreement sections 4, 5, 6 and 8.
- SWBT is not conceptually opposed to the Most Favored Nations (MFN) approach contained in the Illinois Agreement, whereby specific whole arrangements (and the corresponding sections of the agreement) are afforded individual MFN treatment.
- SWBT is not conceptually opposed to the Liquidated Damages provision in the Illinois Agreement, whereby specified damages are to be paid according to specific, objectively verifiable performance measures identified in the agreement.
- SWBT agrees to provide meet-point billing arrangements for the joint provision of switched access via an SWBT access tandem to MFS on terms identical to the terms it provides such arrangements to independent telephone companies.

I believe this fairly represents our discussions and proposal of last Friday. I look forward to discussing this proposal with you tomorrow. As we discussed, I must know by Wednesday whether this framework is acceptable to you, so that I may either allocate resources to complete and execute the agreements as described above, or begin preparing for arbitration with SWBT. To the extent this format is unacceptable, please provide me with a list of specific objections and remedies by close of business Wednesday, June 12. If the format is generally acceptable, but SWBT has objections over any language or provisions contained in the text (the Illinois Agreement) MFS' proposes to employ as the basis for these agreements, please so indicate in writing by close of business Wednesday, June 12, and propose specific textual revisions to remedy each of your objections to the Illinois Agreement text by close of business Friday, June 14.

Mr. Stephen M. Carter
June 6, 1996
Page 6

I am hopeful we can resolve our major points of disagreement tomorrow, and may proceed to execute the agreements described above by June 21.

Sincerely,



Alex J. Harris
Vice President Regulatory Affairs

cc: Dan Caruso
Tim Devine
Kevin Dundon
Susan Schultz
Shalon Simmons

STATE OF NEW YORK)
)
COUNTY OF KINGS) SS.



FILED²

NOV 12 1999

Missouri Public
Service Commission

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

MCI WorldCom Communications, Inc.,
and Brooks Fiber Communications of
Missouri, Inc.,

Complainants,

vs.

Southwestern Bell Telephone Company,

Respondent.

Case No. TC-2000-225

AFFIDAVIT OF GARY J. BALL

I, Gary J. Ball, being of sound mind and over the age of 21 years, do hereby swear and affirm that I have personal knowledge of the following facts:

1. I am presently the Director of Regulatory Policy Development for MCI WorldCom. My current responsibilities include providing national policy guidance on pricing issues related to interconnection negotiations. I am also responsible for overseeing the company's contract enforcement activities related to disputes over the payments of reciprocal compensation. I have a Bachelor of Science degree in Electrical Engineering from the University of Michigan and a Masters of Business Administration from the University of North Carolina. I have worked in the telecommunications industry since 1991. I have had extensive experience in network and regulatory planning and analysis. My regulatory experience includes responsibility for developing and implementing regulatory policies on both state and federal levels, developing and filing local and federal tariffs, ensuring compliance with state and federal rules, and providing support for business, marketing, and network planning. Prior to my current position, I was responsible for the oversight of interconnection negotiations and agreements pursuant to the Telecommunications Act of 1996 ("Act").

2. During the period from 1996 to 1998, I held the position of Director of Regulatory Affairs for MFS Communications, reporting to Alex Harris, who, at that time, was Vice President of Regulatory Affairs for MFS Communications. Mr. Harris was the officer for MFS whose signature appears on the interconnection agreement between MFS and SWBT for Missouri. My principal responsibilities at that time concerned the negotiation of interconnection agreements in the northeastern United States with Bell Atlantic and NYNEX. My counterpart in the Southwestern Bell region was Tim Devine, who was also a Director who reported to Alex Harris and was responsible for negotiating interconnection agreements with SWBT and BellSouth.

3. Because Mr. Devine is no longer with MCIWorldCom, I have been asked to supply this Affidavit to describe my knowledge of MFS's negotiations with SWBT regarding the treatment of calls to Internet Service Providers (ISPs) as local traffic subject to the contractual provisions requiring the payment of reciprocal compensation.

4. During the time frame when the MFS-SWBT Missouri interconnection agreement was negotiated and made, the telecommunications industry custom and practice was to treat calls to ISPs as local calls terminating at the ISP locations. Based on FCC Rules and Orders, ISPs were allowed to purchase local business lines and trunks from SWBT's local service tariffs. Calls to ISPs by SWBT's end users were dialed using the seven or ten digit local dialing pattern and SWBT was compensated by their end users in the form of local service charges. Furthermore, based on FCC Accounting Rules and Orders, SWBT's revenues and expenses for these local calls to ISPs were treated as intrastate revenues and expenses. Additionally, SWBT did not request any unique treatment of calls to ISPs. SWBT could have, but did not, request that ISP traffic be routed, billed, or accounted for separately from other local traffic. I know this because, had such a request been made, our national position would have required that such a request be arbitrated. For example, US West objected to the treatment of ISP traffic as local

traffic subject to reciprocal compensation during the course of negotiations with MFS for Washington, Oregon, Arizona, Colorado, and Minnesota, and the issue was then arbitrated in each of these states. It should be noted that all of these arbitration decisions required that reciprocal compensation be paid for ISP traffic. No such arbitration was necessary in Missouri because MFS and SWBT agreed upon language requiring each company to pay reciprocal compensation to the other company on all local traffic, including calls to ISPs.

5. The interconnection negotiation that Mr. Devine was engaged in with SWBT was regional in nature, consistent with the negotiations with all of the other Regional Bell Operating Companies. The language in these interconnection agreements was substantially the same across all of the states in the areas in which MFS desired to operate. Hence, the language in the MFS-SWBT Missouri interconnection agreement is substantially the same as the language in the MFS-SWBT Texas, Oklahoma, and Kansas interconnection agreements.

6. Consistent with the custom and practice of the industry, MFS and SWBT agreed upon language that subjected all local traffic, including calls to ISPs, to reciprocal compensation.

FURTHER AFFIANT SAYETH NOT.

Gary J. Ball
Gary J. Ball

Subscribed and sworn to before me, a Notary Public, this 10th day of
November, 1999.

Cora L. Dorcent
Notary Public

My Commission Expires:

CORA L. DORCENT
Notary Public, State of New York
No. 24-6011388
Qualified in Kings County
Certificate Filed in New York County
Commission Expires April 19, 2001