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November 3, 2005

Ms. Susan Duffy, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

STATE CORPORATION COMMISSION

NOV 03 2005

Susan Duffy Docket
Room

Re: Docket No. 06-SWBT-376-IAT

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone, L.P. d/b/a SBC Kansas ("SBC") and Trinsic Communications, Inc. ("Trinsic") on October 26, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Michael Scott, Area Manager-Regulatory Issues.

This modification amends the Agreement to supersede certain reciprocal compensation provisions through October 1, 2010. The Agreement, with these modifications and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. This amendment was previously approved in Docket No. 03-SWBT-045-IAT. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Trinsic is registered as active and in good standing with the Kansas Secretary of State's office.

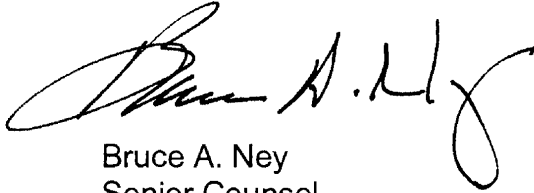
SBC files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. SBC represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SBC specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Trinsic is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. Ron Walters	
Vice President	
601 S. Harbour Island Blvd., Suite 220	
Tampa, FL 33602	
Phone: 813-223-4638	
Fax: 813-233-4534	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large, stylized initial "B" and a long, sweeping underline.

Bruce A. Ney
Senior Counsel

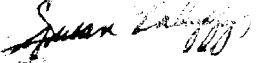
Enclosures

cc: Ms. Eva Powers (transmittal letter only)
Mr. Ron Walters

STATE CORPORATION COMMISSION

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

NOV 03 2005

 Clerk
Room

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 06-SWBT-376-IAT
Telecommunications Act of 1996 With)
Trinsic Communications, Inc.)

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE, L.P.
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone, L.P. d/b/a SBC Kansas ("SBC") hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between SBC and Trinsic Communications, Inc. and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

SBC presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on October 12, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on October 26, 2005. This modification amends the Agreement to supersede certain reciprocal compensation terms through October 1, 2010. This amendment was previously approved in Docket No. 03-SWBT-045-IAT. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement, is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

SBC seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

SBC respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

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

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND FOR REJECTION.** -- The State Commission may only reject --

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

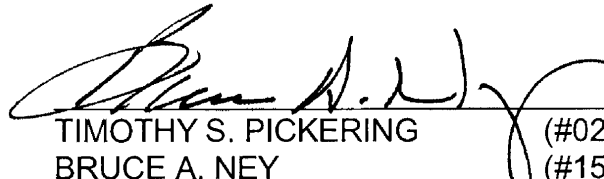
The affidavit of Michael Scott, Area Manager-Regulatory Issues, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

IV. KANSAS LAW

The negotiated and executed modification to the Agreement is consistent with the Kansas regulatory statutes.

V. CONCLUSION

For the reasons set forth above, SBC respectfully requests that the Commission approve this modification to the Agreement previously approved.


TIMOTHY S. PICKERING (#02003)
BRUCE A. NEY (#15554) ◀
MELANIE N. SAWYER (#19945)

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Attorneys for Southwestern Bell Telephone, L.P.,
d/b/a SBC Kansas

**AMENDMENT
to
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

SOUTHWESTERN BELL TELEPHONE, L.P., d/b/a

SBC KANSAS

and

TRINSIC COMMUNICATIONS, INC.

(KANSAS)

Amendment Superseding Certain Intercarrier Compensation Provisions

This Amendment Superseding Certain Intercarrier Compensation Provisions ("Amendment") is applicable to this and any future Interconnection Agreement as provided herein between SBC Operations, Inc. ("SBC"), on behalf of and as agent for, Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas, and any of its future Affiliates or subsidiaries which are Incumbent Local Exchange Carriers (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and Trinsic Communications, Inc., and any of its future Affiliates or subsidiaries which are Certified Local Exchange Carriers in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut from the Effective Date hereof through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Each of the SBC ILECs and Trinsic Communications, Inc. may be referred to individually as "Party," or collectively as the "Parties";

WHEREAS, prior to the Effective Date hereof, SBC ILECs and Trinsic Communications, Inc. have entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (such agreements, including any successors thereto, shall be referred to herein as the "Interconnection Agreements"); and

WHEREAS, SBC ILECs and Trinsic Communications, Inc. 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; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-Bound Traffic, Section 251(b)(5) Traffic, and other compensable traffic exchanged between the Parties, consistent with the terms set forth herein this Amendment;

NOW, THEREFORE, for and in consideration of the promises, 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:

1.0 TERM, SCOPE OF AMENDMENT AND LOCK IN

- 1.1 The term of this Amendment shall commence on the Effective Date hereof¹ and shall continue until October 1, 2010 ("Termination Date"). Thereafter, provided that Trinsic Communications, Inc. does not MFN into or otherwise adopt an underlying Interconnection Agreement with a term ending after October 1, 2010, this Amendment will remain in full force and effect unless terminated by either Party according to the terms and conditions of the underlying Interconnection Agreement to which this Amendment applies. In the event that Trinsic Communications, Inc. chooses to MFN into an underlying Interconnection Agreement that expires after the Termination Date of this Amendment, the

¹ Notwithstanding anything to the contrary in the underlying Interconnection Agreements (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' Interconnection Agreement and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after the Effective Date hereof, it is SBC's ILEC's position that such Adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this Amendment prospectively beginning from the date that the MFN Agreement becomes effective between the SBC ILECs and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further SBC's ILEC's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Agreement to a date prior to its Section 252(i) Effective Date.

terms of this Amendment shall apply to such Interconnection Agreement until October 1, 2010, after which the terms of the underlying Interconnection Agreement shall apply.

- 1.2 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in all Interconnection Agreements currently in effect between the Parties. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future Interconnection Agreement(s) between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights in all states where the SBC ILECs and Trinsic Communications, Inc. enter into such agreements. Any inconsistencies between the provisions of this Amendment and other provisions of any current Interconnection Agreement or future Interconnection Agreements described above, through the Termination Date, 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 any of the underlying Interconnection Agreements expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying Interconnection Agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties and this Amendment shall remain effective through the Termination Date.
- 1.3 Except as provided in Section 1.4 below, during the term of this Amendment period, the Effective Date hereof through the Termination Date, 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. If, during the term of this Amendment, Trinsic Communications, Inc. adopts another or additional agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from the Effective Date hereof through the Termination Date. If the SBC ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, Trinsic Communications, Inc. may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case Trinsic Communications, Inc. shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

Notwithstanding anything herein to the contrary, during the period from the Effective Date hereof through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' Interconnection Agreements in effect during the term of this Amendment with respect to any intercarrier compensation that is subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or In the Matter of IP Enabled Services, WC Docket 04-36, the affected provisions of this Amendment relating to intercarrier compensation shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Interconnection Agreements and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute

resolution process provided for in the Interconnection Agreements; provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as to matters pertaining to intercarrier compensation, in addition to the change of law rights more fully set forth in this Section 1 with respect to intercarrier compensation, provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment and any intervening law rights in the underlying Interconnection Agreement, and may invoke such intervening law/change in law rights as to any provisions in the Interconnection Agreements impacted by any regulatory, legislative or judicial action.

2.0 LONG TERM BILL AND KEEP ARRANGEMENTS FOR TERMINATION OF IN-BALANCE SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, FX TRAFFIC AND OPTIONAL EAS TRAFFIC

2.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

2.2 For purposes of this Agreement, and without waiving their respective positions with regard to the appropriate interpretation of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation 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) ("FCC ISP Compensation Order"), the Parties agree that "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between Trinsic Communications, Inc. and SBC-13STATE in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

2.3 Foreign Exchange (FX) services are retail service offerings purchased by FX customers that allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

- 2.3.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 2.3.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 2.4 Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is traffic that originates from and terminates to Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as defined in the Parties underlying Agreement.
- 2.4.1 In the context of this Amendment, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This terminating compensation arrangement between the Parties for such traffic rate is independent of any retail service arrangement established by either Party. Trinsic Communications, Inc. and SBC Arkansas, SBC Kansas, and SBC Texas are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however, the terminating rates to be used for any such offering will be those set forth in this Amendment.
- 2.5 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic. For Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, the following compensation arrangements apply:
- 2.5.1 *For traffic that originates from, or terminates to, End Users served by a Local Wholesale Complete Access Line or Local Wholesale Complete telephone numbers associated with Local Switching provided by SBC-13STATE on a wholesale basis: All Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Mandatory EAS Traffic, Optional EAS Traffic, and MCA Traffic that originates from, or terminates to, End Users served by Local Wholesale Complete Access Lines or Local Wholesale Complete telephone numbers associated with Local Switching provided by SBC-13STATE on a wholesale basis, will be compensated on a long-term Bill and Keep basis so long as qualifying traffic between the parties remains in balance in accordance with Section 2.5.2.1 through 2.5.2.2 hereof. The Parties specifically acknowledge that Long-term Bill and Keep applies only to Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Mandatory EAS Traffic, Optional EAS Traffic as defined in Sections 2.1 through 2.4.1 of this Amendment, and MCA Traffic, and does not include IntraLATA Toll Traffic and/or Meet Point Billing Traffic.*

- 2.5.2 *For traffic that originates from, or terminates to, End Users served by Trinsic Communications, Inc. using its own facilities:* All Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic that originates from, or terminates to, End Users served by Trinsic Communications, Inc. using its own facilities will be compensated on a long-term Bill and Keep basis, so long as qualifying traffic between the parties remains in balance in accordance with Section 2.5.2.1 through 2.5.2.3 hereof. The Parties specifically acknowledge that Long-term Bill and Keep applies only to Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic as defined in Sections 2.1 through 2.4.1 of this Amendment and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, or MCA Traffic.
- 2.5.2.1 The Parties agree that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties is "In-Balance". In-Balance shall mean that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties will not exceed the specified MOU threshold as defined in Section 2.5.2.2 below.
- 2.5.2.2 The Parties agree to cap the minute of use (MOU) differential at 7,500,000 MOUs per month, per state. The MOU differential is defined as the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic per month, per state, originated by each Party's end users, terminated to the other Party's End Users. In the event that the MOU differential exceeds 7,500,000 MOUs per month for three (3) consecutive months, in a specific state, Section 3 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic .
- 2.5.2.3 Once the terms and conditions set forth in Section 3 of this Amendment apply to CLEC's Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, in a specific state, the compensation arrangements set forth in Section 3 will apply for the remaining term of this Agreement.
- 2.5.2.3.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.
- 2.5.2.3.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the Intercarrier Compensation rates will apply retroactively to the date such Intercarrier Compensation rates were applicable under Section 3 of this Amendment.
- 2.5.2.4 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic as defined in Sections 2.1 through 2.4 of this Amendment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the proper classification under the terms of this Amendment of traffic delivered as Bill and Keep. The Parties will consult with each other to attempt to resolve issues

without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

- 2.5.2.5 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement is other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in of the General Terms and Conditions of the Interconnection Agreements.
- 2.5.2.6 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.
- 2.5.2.7 The audit provisions set out in Sections 2.5.2.4 through 2.5.2.6 above do not alter or affect audit provisions set out in the Parties' underlying Interconnection Agreements

3.0 COMPENSATION ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, FX-TRAFFIC AND OPTIONAL EAS TRAFFIC

- 3.1 "Out-of-Balance" shall mean that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties has not met the In-Balance qualifiers as defined in Section 2.5.2 above and has exceeded the specified thresholds set forth in Sections 2.5.2.1 and 2.5.2.2. This Section 3 applies to Out-of-Balance traffic.

- 3.1.1 For Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Amendment and Appendix Pricing to the Interconnection Agreements. In SBC Connecticut, when Trinsic Communications, Inc. purchases Local Switching from SBC Connecticut on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 3.8.3 below.

- 3.2 SBC-12STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC'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) ("FCC ISP Compensation Order") which was remanded but not vacated in WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. 2002).

SBC-13STATE and Trinsic Communications, Inc. agree to comply with the FCC's interim ISP terminating compensation plan on the date designated by SBC-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP

Compensation Order. By agreeing to this Amendment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

3.2.1 Should a regulatory agency, court or legislature change or nullify the SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SBC-13STATE, Trinsic Communications, Inc. and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Amendment and the underlying Interconnection Agreements.

3.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic caused by events enumerated in this section shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among SBC-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Amendment and the underlying Interconnection Agreements.

3.3 In SBC-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 2.1 and ISP-Bound Traffic, as defined in Section 2.2 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 3.9 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless SBC Connecticut chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 3.8 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.

3.4 Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:

3.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

- 3.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 3.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 3.5 End Office Serving Rate Elements:
 - 3.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 3.6 Trinsic Communications, Inc. shall only be paid End Office Serving Rate Elements.
- 3.7 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Amendment and the underlying Interconnection Agreements. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Amendment and the underlying Interconnection Agreements.
- 3.8 Intercarrier Compensation for Wholesale Local Switching Traffic
 - 3.8.1 Where Trinsic Communications, Inc. purchases Local Switching from SBC-12STATE on a wholesale basis, Trinsic Communications, Inc. will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the end users served by such arrangements. SBC-12STATE is required to provide Trinsic Communications, Inc. with timely, complete and correct information to enable Trinsic Communications, Inc. to meet the requirements of this section.
 - 3.8.2 The following reciprocal compensation terms shall apply to all traffic exchanged between SBC-12STATE and CLECs when Trinsic Communications, Inc. purchases Local Switching from SBC-12STATE on a wholesale basis:
 - 3.8.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
 - 3.8.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC-12STATE and Trinsic Communications, Inc. where Trinsic Communications, Inc.'s end user originates a call that is terminated to a SBC-12STATE End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 3.9 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.
 - 3.8.3 In SBC Connecticut, when Trinsic Communications, Inc. purchases Local Switching from SBC Connecticut on a wholesale basis to provide service to its End Users, SBC Connecticut will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When Trinsic Communications, Inc. purchases Local Switching from SBC Connecticut on a wholesale basis, Trinsic Communications, Inc. can not seek intercarrier compensation from SBC Connecticut for Section 251(b)(5) Traffic, ISP-

Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an SBC Connecticut End User or a third party carrier's End User.

- 3.9 The Parties hereby agree that the following rates, terms and conditions set forth in Section 3.9 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) SBC-13STATE has made an offer as described in Section 3.2 above effective on the later of (i) the Effective Date of this Amendment and (ii) the effective date of the offer in the particular state and that all ISP-Bound Traffic is subject to the rebuttable presumption.

3.9.1 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

- 3.9.1.1 The rates, terms, and conditions in Section 3.9 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 2.1 and ISP-Bound Traffic as defined in Section 2.2 and ISP-Bound Traffic is subject to the rebuttable presumption.
- 3.9.1.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.
- 3.9.1.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

3.9.2 ISP-Bound Traffic Rebuttable Presumption

- 3.9.2.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 3.9.1.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic

- 3.9.3 Each party will invoice the other party on a monthly basis for such traffic at the rate set forth in Section 3.9.1.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

- 3.10 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in SBC-2STATE, SBC MIDWEST REGION 5-STATE, SBC Arkansas, SBC Kansas, SBC Missouri and SBC Texas.

- 3.10.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

- 3.10.1.1 Pursuant to the Oklahoma Commission Arbitration Award in Docket 449960, the originating Party will bill the terminating Party the appropriate originating access

charges for all traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 2.3 above.

- 3.10.1.2 Pursuant to the Connecticut Commission Arbitration Award in Docket 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 2.3 above in SBC Connecticut. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.

3.10.2 Segregating and Tracking FX Traffic

- 3.10.2.1 For SBC-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

- 3.10.2.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in SBC-2STATE, SBC MIDWEST REGION 5-STATE, SBC Arkansas, SBC Kansas, SBC Missouri and SBC Texas where such traffic is subject to a Bill and Keep arrangement.

- 3.10.2.3 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU in SBC Oklahoma.

- 3.10.2.4 For SBC Connecticut, FX traffic must be identified as voice FX and ISP FX. SBC Connecticut will work with Trinsic Communications, Inc. in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For SBC Connecticut ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

3.10.2.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 3.3.2 above.

- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in SBC Connecticut where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in SBC Connecticut.

3.10.2.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

3.10.3 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

3.10.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

3.11 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 2.1 and 2.2 above. The transport and termination rate applies when SBC Arkansas, SBC Kansas or SBC Texas transports traffic and terminates it at its own switch.

3.11.1 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

4.0 Reservation of Rights

4.1 Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this Amendment. 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.

- 4.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their 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 Trinsic Communications, Inc. under this Amendment or the underlying Interconnection Agreements shall not be construed as agreement by the SBC ILECs 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.
- 4.3 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.
- 4.4 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).



5.0 Additional Terms and Conditions

- 5.1. 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 this Amendment 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 other than as set forth in this Amendment.. By entering into this Amendment, the SBC

ILECs do not agree that they are obligated to permit, nor do they waive their rights to contend that they are not obligated to permit, their tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

- 5.2. 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 Interconnection Agreements. 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.
- 5.3. 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.
- 5.4. The terms contained in this Amendment constitute the entire agreement with regard to the modification and amendment of the Interconnection Agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 5.5. 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.
- 5.6. 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.
- 5.7. This Amendment shall be filed by the Parties with the commissions in each state listed in the introductory paragraph above as may be required as of the Effective Date of this Amendment, and as may be required from time to time thereafter. Neither Party may seek a stay of a commission's approval of this Amendment or in any way seek to delay, postpone or interfere with a particular commission's approval of this Amendment. If any part of this Amendment is rejected or modified by a state commission, this amendment will become null, void and of no further effect as to that specific state.
- 5.8. SBC Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.
- 5.9. This Amendment is subject to the approval of various state commissions. Upon approval by the state commission having jurisdiction in the operating territory of a specific SBC ILEC, this Amendment shall be construed as having been in effect as of October 1, 2005 (the "Effective Date").

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, as set forth herein.

Trinsic Communications, Inc.	SBC Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas, The Southern New England Telephone Company d/b/a SBC Connecticut, Nevada Bell Telephone Company, d/b/a SBC Nevada, Pacific Bell Telephone Company, d/b/a SBC California, Illinois Bell Telephone Company, d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated, d/b/a SBC Indiana, Michigan Bell Telephone Company, d/b/a SBC Michigan, The Ohio Bell Telephone Company, d/b/a SBC Ohio and Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
By: 	By: 
Title: <u>VP - Industry Policy</u>	Title: AVP - Local Interconnection Marketing
Name: <u>Ron Walters</u>	Name: <u>Mike Auinbauh</u>
Date: <u>10/21/05</u>	Date: <u>10-25-05</u>

Line	SBC Generic Rates	USOC	Recurring	Non-Recurring
1	NETWORK ELEMENTS			
2				
3	INTERCARRIER COMPENSATION			
4	For "Out of Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC-12STATE			
5	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$0.0007	
6				
7	For "Out of Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC CONNECTICUT			
8	End Office Local Termination			
9	Set up charge, per call		\$ 0.000423	
10	Duration charge, per MOU		\$ 0.002687	
11				
12	Tandem Served			
13	Set up charge, per call		\$ 0.000497	
14	Duration charge, per MOU		\$ 0.004337	

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 06-SWBT-376-IAT
Telecommunications Act of 1996 With)
Trinsic Communications, Inc.)

AFFIDAVIT OF MICHAEL SCOTT

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 3rd day of November, 2005, personally appeared Michael Scott of Southwestern Bell Telephone, L.P. d/b/a SBC Kansas ("SBC") who, upon being by me duly sworn on oath depose and said the following:

1. My name is Michael Scott. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Issues for SBC, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between SBC and Trinsic Communications, Inc. which was approved by the Commission on October 26, 2005 and the proposed modification to that Agreement.
2. This modification amends the Agreement to supersede certain reciprocal compensation provisions through October 1, 2010. This amendment was previously approved in Docket No. 03-SWBT-045-IAT.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.

Michael Scott

Michael Scott

Subscribed and sworn to before me this 3rd day of November, 2005.



Belinda Joyce Wilson

Notary Public

My Commission Expires: *January 26, 2007*