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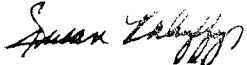
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September 7, 2005

STATE CORPORATION COMMISSION

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

SEP 07 2005

 Docket
Room

RE: Interconnection agreement between SBC Kansas and Xspedius Communications, LLC

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of the Interconnection Agreement between Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") and Xspedius Communications, LLC ("Xspedius") executed on September 7, 2005 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SBC.

The Agreement and the attachments incorporated therein are an integrated package and are the result of arbitration, negotiation and compromise. Upon Commission approval the Agreement will supersede and replace the Interconnection Agreement between SBC and Xspedius approved by the Commission in Docket No. 03-SWBT-369-IAT. This agreement was previously approved by the Commission in Docket No. 05-BTKT-365-ARB. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. SBC files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996. Xspedius is registered as active and in good standing with the Kansas Secretary of State's office.

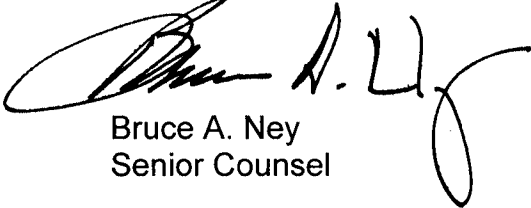
SBC represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SBC specifically requests that the Commission refrain from taking any action to change,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

Contact information for Xspedius is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. James C. Falvey	
Sr. Vice President – Regulatory Affairs	
14405 Laurel Place	
Laurel, MD 20707	
Phone: 301-361-4298	
Fax: 301-361-7654	

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 loop at the end.

Bruce A. Ney
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)
Mr. James C. Falvey

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

SEP 07 2005

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the)
Telecommunications Act of 1996 With)
Xspedius Communications, LLC)

Docket No. 06-SWBT-234-IAT

Susan K. Duffy Docket
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE, L.P. FOR APPROVAL OF
INTERCONNECTION AGREEMENT UNDER THE
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") hereby files this Application for Approval of Interconnection Agreement ("the Agreement") with Xspedius Communications, LLC ("Xspedius"), under the Telecommunications Act of 1996, Public Law No. 104-104 ("Federal Act") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. AGREEMENT REACHED

SBC presents to this Commission for approval an agreement arbitrated, negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I). After comprehensive, good faith negotiations to address all of the complex issues involved in such an agreement, along with the incorporation of this Commission's rulings on the arbitrated issues, the parties executed the Interconnection Agreement on September 7, 2005, and filed herewith, together with attachments incorporated therein. Upon Commission approval the Agreement will supersede and replace the Interconnection Agreement between SBC and Xspedius approved by the Commission in Docket No. 03-SWBT-369-IAT. This agreement was previously approved by the Commission in Docket No. 05-BTKT-365-ARB.

II. REQUEST FOR APPROVAL

SBC seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act.

SBC believes that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

SBC respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise 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:

(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; or

The affidavit of Michael Scott, Area Manager-Regulatory Issues, establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II).

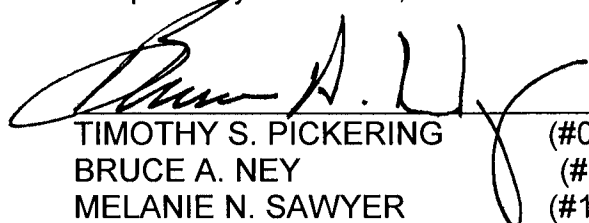
IV. KANSAS LAW

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

V. CONCLUSION

For the reasons set forth above, SBC respectfully requests that the Commission approve the Agreement expeditiously.

Respectfully submitted,



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

220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785-276-8413)
Attorneys for Southwestern Bell Telephone, L.P.

**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

Xspedius Communications, LLC

INTERCONNECTION AGREEMENT-KANSAS

between

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

and

**Xspedius Management Co, Switched Services, LLC
and Xspedius Management Co. of Kansas City, LLC
d/b/a Xspedius Communications**

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ATTACHMENTS

Resale

Attachment 1: Resale

Appendix Services/Pricing

Appendix Resale Schedule of Prices

Appendix Customized Routing-Resale

Appendix DA-Resale

Appendix OS-Resale

Appendix White Pages (WP)-Resale

Attachment 2: Ordering and Provisioning-Resale

Attachment 3: Maintenance-Resale

Attachment 4: Connectivity Billing-Resale

Attachment 5: Provision of End User Usage Data-Resale

Unbundled Network Elements

Attachment 6: Unbundled Network Elements (UNE)

Appendix Pricing- UNE

Appendix Pricing – UNE Schedule of Pricing

Appendix Exhibit A

Attachment 7: Ordering and Provisioning- UNE

Attachment 8: Maintenance- UNE

Attachment 9 – Intentionally Left Blank

Attachment 10: Provision of End User Usage Data- UNE

Appendix Remand Order Embedded Base Temporary Rider

Appendix – UNE Subloop

Network Interconnection Architecture and Compensation

Attachment 11: Network Interconnection Architecture

Appendix Interconnection Trunking Requirement (ITR)

Appendix Network Interconnection Methods (NIM)

Attachment 12: Compensation

Ancillary Functions

Appendix Collocation

Appendix Poles, Conduit, ROW

Other Requirements

Attachment 14: Permanent Number Portability

Attachment 15: E911

Attachment 16: Network Security and Law Enforcement

Attachment 17: Performance Measurements

Appendix Performance Measurements Business Rules

Attachment 18: Mutual Exchange of Directory Listing Information

Attachment 19: White Pages-Other (WP-O)

Attachment 20: Clearinghouse

Attachment 21: Numbering

Attachment 22: DA-Facilities Based

Attachment 23: OS-Facilities Based

Attachment 24: Recording-Facilities Based

Attachment 25: xDSL

Appendix xDSL RABT

Appendix xDSL YZP

Appendix xDSL YPZ w/RABT MMP

Attachment 26: Intentionally Left Blank

Attachment 27: OSS

INTERCONNECTION AGREEMENT - KANSAS

This Interconnection Agreement - Kansas (Agreement) is between Xspedius Management Co. Switched Services, LLC and Xspedius Management Co. of Kansas City, LLC d/b/a Xspedius Communications ("XSPEDIUS" or "CLEC"), a Delaware corporation, having its principal office in Laurel, Maryland 20707-6102, and Southwestern Bell Telephone, L.P. d/b/a SBC Kansas ("SBC KANSAS"), a Texas Limited Partnership, having its principal office at 175 E. Houston Street, San Antonio, TX 78205, (collectively the Parties).

WHEREAS, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC KANSAS services and for the provision by SBC KANSAS of Interconnection, Unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.

WHEREAS, XSPEDIUS represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business end users;

WHEREAS, the Parties want to Interconnect their networks pursuant to Attachment 11 and associated appendices at mutually agreed upon Points of Interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business end users over their respective Telephone Exchange Service facilities which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, XSPEDIUS intends to operate where Southwestern Bell Telephone, L.P. d/b/a SBC KANSAS is the incumbent Local Exchange Carrier and XSPEDIUS, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Unbundled Network Elements, Resale Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the SBC KANSAS areas by the Kansas Corporation Commission ("KS-CC" or "Commission"); and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement XSPEDIUS and SBC KANSAS hereby agree as follows:

1.0 INTRODUCTION

- 1.1 This Agreement sets forth the terms, conditions and prices under which SBC KANSAS agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Unbundled XSPEDIUS' network to SBC KANSAS' network and Intercarrier Compensation for intercarrier telecommunications traffic exchanged between XSPEDIUS and SBC KANSAS.
- 1.2 Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon XSPEDIUS request, SBC KANSAS shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.")

and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable Law.

- 1.3 Except as provided in this Agreement, during the term of this Agreement, SBC KANSAS will not discontinue, as to XSPEDIUS, any Network Element, Combination, or Ancillary Functions offered to XSPEDIUS hereunder. During the term of this Agreement, SBC KANSAS will not discontinue any Resale services or features offered to XSPEDIUS hereunder except as provided in this Agreement. This Section is not intended to impair SBC KANSAS' ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations, or Ancillary Functions made by SBC KANSAS to XSPEDIUS as set forth in and during the terms of this Agreement. Further, the Parties agree this Section is not intended to impair SBC KANSAS' ability to seek discontinuance of a Network Element, Combination, Ancillary Function, or any Resale services or features offered to XSPEDIUS hereunder through the Change of Law provision in Section 23. Subject to Attachment 6: Unbundled Network Elements, in the event that SBC KANSAS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by XSPEDIUS, SBC KANSAS shall provide written notice to XSPEDIUS of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC KANSAS shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, Verizon Comm. Inc. and the Agreement, including Section 2.12 of Attachment 6: Unbundled Network Elements.
- 1.4 SBC KANSAS may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein the Attachments listed immediately following the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 SBC KANSAS' obligations under this agreement shall only apply to the specific operating area(s) or portion thereof in which SBC KANSAS is then deemed to be the ILEC; under the Act (the "ILEC Territory"), and only to the extent that the XSPEDIUS is operating and offering service to end users identified to be residing in such ILEC Territory, except as specifically addressed in the Attachment 6 Unbundled Network Elements.
- 1.7 This Agreement sets forth the terms and conditions pursuant to which SBC KANSAS agrees to provide XSPEDIUS with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC KANSAS' incumbent local exchange areas for the provision of XSPEDIUS' Telecommunications Services. The Parties acknowledge and agree that SBC KANSAS is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to XSPEDIUS in SBC KANSAS' incumbent local exchange areas. SBC KANSAS has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to XSPEDIUS for the purposes of XSPEDIUS providing and/or extending service outside of SBC KANSAS' incumbent local exchange areas. In addition, SBC KANSAS is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC KANSAS' incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited

to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within SBC KANSAS' incumbent local exchange area(s) in Kansas when this Agreement has been approved by the Commission and is in effect.

- 1.8 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by SBC KANSAS under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.7, above, and require only the provision of UNEs, regardless of whether the term is used as part of the reference to unbundled network elements.

1.9 Successor Rates

- 1.9.1 Certain of the rates, prices and charges set forth in the pricing appendix have been established by the Kansas Corporation Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within ninety (90) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 13.0/

2.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 2.1 Each Party is solely responsible for all products and services it provides to its end users and to other Telecommunications Carriers.
- 2.2 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their end user records in a LIDB.
- 2.3 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

For CLECs that are reselling SBC KANSAS Resale Services and/or purchasing UNE-P under this Agreement, the minimum insurance coverage and limits are as follows:

Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

For CLECs that are Interconnecting or purchasing any unbundled Network Elements (other than UNE-P), products or services under this Agreement, the minimum insurance coverage and limits are as follows:

- 2.3.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each

accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

- 2.3.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 2.3.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property Damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 2.3.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 2.3 through 2.3.3 of this Agreement.
- 2.3.5 The Parties agree that companies affording the insurance coverage required under Section 2.3 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 2.3.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 2.3.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 2.3.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by the State of Kansas covered by this Agreement or the employee's state of hire; and
 - 2.3.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 2.3.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 2.3.8 This Section 2.3 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 2.4 Simultaneously with XSPEDIUS' execution of this Agreement, XSPEDIUS shall insert its state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Unbundled

Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide SBC KANSAS with a copy.

- 2.5 When an end user changes its service provider from SBC KANSAS to XSPEDIUS or from XSPEDIUS to SBC KANSAS and does not retain its former telephone number, SBC will make available to the XSPEDIUS the ability to order and provision a Referral Announcement on the original telephone number to announce the new telephone number. The Party formerly providing service shall be responsible for furnishing the Referral Announcement Service pursuant to regulatory requirements provided such Announcement is requested for the original telephone number.
- 2.6 Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees threatens to materially delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 2.7 This Agreement contains comprehensive OSS terms and conditions. XSPEDIUS represents, warrants and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to UNEs, resold services or other services covered by this Agreement, and for which this Agreement contains explicit rates, terms, and conditions.
- 2.8 The Parties acknowledge and agree that the XSPEDIUS will not order products and services not included within this agreement. The Parties acknowledge and agree that SBC will bill the XSPEDIUS for products and services included within this Agreement in accordance with the prices included within this Agreement for the products and services. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties will agree upon a rate or charge to include in this Agreement for billing of said products and services. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.
- 2.9 Intentionally Left Blank
- 2.10 SBC KANSAS will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.

3.0 ASSURANCE OF PAYMENT

- 3.1 If XSPEDIUS can demonstrate a good payment history of one year or more with SBC KANSAS or another ILEC, an Assurance of Payment will not be required.
- 3.2 The deposit requirements set forth in this Section 3.0 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 3.2 through 3.10, inclusive.

- 3.2.1 XSPEDIUS shall remit an initial cash deposit to SBC KANSAS prior to the furnishing of Resale Services or Network Elements in Kansas under this Agreement. The deposit required by the previous sentence shall be determined as follows:
- 3.2.1.1 for SBC KANSAS, if immediately prior to the Effective Date, XSPEDIUS was not operating as a Local Service Provider in Kansas the initial deposit shall be in the amount of \$17,000; or
- 3.2.1.2 for SBC KANSAS, if immediately prior to the Effective Date, XSPEDIUS was operating as a Local Service Provider in Kansas, the deposit shall be in the amount calculated using the method set forth in Section 3.7 of this Agreement; or
- 3.2.1.3 if XSPEDIUS has established a minimum of twelve (12) consecutive months good credit history with all ILEC Affiliates of SBC KANSAS (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) with which XSPEDIUS is doing or has done business as a Local Service Provider, SBC KANSAS shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 3.1 through Section 3.10 of this Agreement shall continue to apply in each state for the Term. In determining whether XSPEDIUS has established a minimum of twelve (12) consecutive months good credit history with each ILEC Affiliate of SBC KANSAS with which XSPEDIUS is doing or has done business, XSPEDIUS' payment record with each ILEC Affiliate of SBC KANSAS for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.
- 3.3 Any cash deposit shall be held by SBC KANSAS as a guarantee of payment of charges billed to XSPEDIUS, provided, however, SBC KANSAS may exercise its right to credit any cash deposit to XSPEDIUS' account upon the occurrence of any one of the following events:
- 3.3.1 when SBC KANSAS sends XSPEDIUS the second delinquency notification during the most recent twelve (12) months; or
- 3.3.2 when SBC KANSAS suspends XSPEDIUS' ability to process orders in accordance with Sections 14.4.1 and 14.4.2; or
- 3.3.3 when XSPEDIUS files for protection under the bankruptcy laws; or when an involuntary petition in bankruptcy is filed against XSPEDIUS and is not dismissed within sixty (60) days; or
- 3.3.4 when this Agreement expires or terminates.
- 3.3.5 Intentionally Left Blank
- 3.3.6 During the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC KANSAS shall credit any cash deposit to XSPEDIUS' account so long as XSPEDIUS has not been sent more than one delinquency notification letter during the most recent twelve (12) months.
- 3.3.7 For the purposes of this Section 3.3, interest will be calculated as specified in Section 9.1 and shall be credited to XSPEDIUS' account at the time that the cash deposit is credited to XSPEDIUS' account.
- 3.4 So long as XSPEDIUS maintains timely compliance with its payment obligations, SBC KANSAS will not increase the deposit amount required. If XSPEDIUS fails to maintain timely compliance with its payment obligations, SBC KANSAS reserves the right to require additional deposit(s) in accordance with Section 3.1 and Section 3.5 through Section 3.10.

- 3.5 If during the first six (6) months of operations, XSPEDIUS has been sent one delinquency notification letter by SBC KANSAS, the deposit amount shall be re-evaluated based upon XSPEDIUS' actual billing totals and shall be increased if XSPEDIUS' actual billing average:
- 3.5.1 for SBC KANSAS for a two (2) month period exceeds the deposit amount held; or
- 3.6 Throughout the Term, any time XSPEDIUS has been sent two (2) delinquency notification letters by SBC KANSAS, the deposit amount shall be re-evaluated based upon XSPEDIUS' actual billing totals and shall be increased if XSPEDIUS' actual billing average:
- 3.6.1 for SBC KANSAS for a two (2) month period exceeds the deposit amount held; or
- 3.7 Whenever a deposit is re-evaluated as specified in Section 3.5 or Section 3.6, such deposit shall be calculated in an amount equal to the average billing to XSPEDIUS for a two (2) month period. The most recent three (3) months billing on all of XSPEDIUS' CBAs and BANs for Resale Services or Network Elements within that state shall be used to calculate XSPEDIUS' monthly average.
- 3.7.1 In no event will XSPEDIUS will be subject to an assurance of payment to SBC KANSAS that exceeds one month's projected average billing by SBC KANSAS to XSPEDIUS, less the amount of billings by XSPEDIUS to SBC KANSAS. If SBC owes XSPEDIUS more than \$500,000 then a deposit would not be required until such time as the outstanding balance is reduced below this amount.
- 3.8 Whenever a deposit is re-evaluated as specified in Section 3.5 and Section 3.6, XSPEDIUS shall remit the additional deposit amount to SBC KANSAS within thirty (30) calendar days of receipt of written notification from SBC KANSAS requiring such deposit. If XSPEDIUS fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SBC KANSAS shall begin the process set forth in Section 14 of this Agreement for that state. If XSPEDIUS continues to fail to furnish the required deposit at the expiration of the fifteen (15) calendar days specified in Section 14.1 of this Agreement, then SBC KANSAS shall begin the procedure(s) set forth in Sections 14.4 through 14.7 of this Agreement.
- 3.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SBC KANSAS, or a surety bond underwritten by a company approved by the Kansas Insurance Department to underwrite such surety bonds. No interest shall be paid by SBC KANSAS for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit or surety bond. SBC KANSAS may demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit or surety bond upon the occurrence of any of the events listed in Sections 3.3.1 through 3.3.4.
- 3.10 The fact that SBC KANSAS holds either a cash deposit or irrevocable bank letter of credit does not relieve XSPEDIUS from timely compliance with its payment obligations under this Agreement.

4.0 EFFECTIVE DATE AND TERM OF AGREEMENT

- 4.1 The Effective Date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 4.2a The Agreement shall have a term ("Term") of three (3) years and 90 days commencing on the Effective Date. Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term ("Notice of Expiration"), this Agreement shall remain in full force and effect, on a month to month basis, on and after the expiration of the Term until terminated by either Party.
- 4.2.1 If either Party serves Notice of Expiration pursuant to Section 4.2, XSPEDIUS shall have twenty (20) calendar days to provide SBC KANSAS written confirmation if XSPEDIUS wishes to pursue a successor agreement with SBC KANSAS or alternatively, if XSPEDIUS wishes to allow the current Agreement to expire. If XSPEDIUS wishes to pursue a successor agreement with SBC KANSAS, XSPEDIUS shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with SBC KANSAS under Sections 251/252 of the Act. Upon receipt of XSPEDIUS' Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 4.2.1.1 If XSPEDIUS does not affirmatively state that it wishes to pursue a successor agreement with SBC KANSAS in its, as applicable, Notice of Expiration or the written confirmation required after receipt of SBC KANSAS' Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date XSPEDIUS provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following XSPEDIUS provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 50.0 of this Agreement, including but not limited to the obligations described in Section 4.10 below.
- 4.2 XSPEDIUS may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 50 below.
- 4.3 If either Party desires to negotiate a successor agreement to this Agreement, such Party must provide the other Party with a written request to negotiate such successor agreement (Request to Negotiate / Notice of Expiration or "Request / Notice") not earlier than 365 calendar days prior to the expiration and not later than 180 calendar days prior to the expiration of this Agreement.
- 4.3.1 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective or (iii) the date that is ten (10) months after the date on which SBC KANSAS received

XSPEDIUS' Section 252(a)(1) Request. If XSPEDIUS requests negotiation of a successor agreement, the rates, terms and conditions of this Agreement will continue in effect during the pendency of the parties' negotiations and, if applicable, arbitration.

- 4.4 If a Request/Notice is not received pursuant to Section 4.3 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to-month basis until terminated pursuant to this Section or Section 4.6 or 4.7. During any month-to-month extension of this Agreement, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC KANSAS received XSPEDIUS' Section 252(a)(1) Request to Negotiate.
- 4.5 If XSPEDIUS submits a Request under Sections 251/252(i) of the Act for a successor agreement or SBC KANSAS submits a Notice, the Request/Notice does not activate the negotiation timeframe set forth in this Agreement, if XSPEDIUS' Request is pursuant to Section 252(a)(1), XSPEDIUS will delineate the items desired to be negotiated. Not later than 45 days from receipt of said Request/Notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If XSPEDIUS' Request is made pursuant to Section 252(i), the Agreement selected for adoption will be prepared for execution by the Parties.
- 4.6 If at any time during the Section 252(a)(1) negotiation process (whether prior to or after the expiration date or termination date of this Agreement), XSPEDIUS withdraws its Section 252(a)(1) request, XSPEDIUS must include in its notice of withdrawal either a request to adopt a successor agreement under Section 252(i) of the Act or an affirmative statement that XSPEDIUS does not wish to pursue a successor agreement with SBC KANSAS for the state of Kansas. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the effective date of the successor agreement being adopted under Section 252(i) as set forth above.
- 4.7 If the XSPEDIUS fails to timely respond to SBC KANSAS' Section 4.3 Notice, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date XSPEDIUS provided its Request or received SBC KANSAS' Notice. If the Term of this Agreement has expired, on the ninety-first (91st) day following XSPEDIUS' Request or receipt of SBC KANSAS' Notice, the Parties shall have no further obligations under this Agreement except those set forth in Section 4.10 of this Agreement.
- 4.8 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 4.8 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 4.9 If pursuant to Section 4.2 this Agreement continues in full force and effect on a month-to-month basis after the expiration of the Term, either Party may terminate this Agreement by delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.3, and 4.4. Neither Party shall

have any liability to the other Party for termination of this Agreement pursuant to this Section 4.9 other than its obligations under Sections 4.3 and 4.4.

4.10 Upon termination or expiration of this Agreement:

4.10.1 Each Party shall continue to comply with its obligations set forth in Section 50.0 Survival of Obligations; and

4.10.2 Each Party shall promptly pay all amounts owed under this Agreement.

4.11 In the event of expiration or termination of this Agreement other than pursuant herein, SBC KANSAS and XSPEDIUS shall cooperate in good faith to effect an orderly and timely transition of service provided under this Agreement to XSPEDIUS or to another vendor but in any event not later than the 91st day after the expiration or termination of this Agreement. So long as XSPEDIUS fulfills said obligation to effect an orderly and timely transition of service, and continues to pay SBC KANSAS for the charges incurred during the transition of service, SBC KANSAS shall not terminate service to XSPEDIUS' end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. In the event XSPEDIUS withdraws from providing local service, it shall not prevent (from an operational or administrative standpoint) its end users from being transitioned to a new LEC. SBC KANSAS and XSPEDIUS shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to SBC KANSAS in connection with this transition of service.

4.12 Should XSPEDIUS opt to incorporate any provision for interconnection, service, or Unbundled Network Element from another Commission-approved interconnection agreement into this Agreement pursuant to Section 252(i) of the Act and 47 C.F.R. § 51.809, such incorporated provision shall expire on the date it would have expired under the interconnection agreement from which it was taken. Should XSPEDIUS opt to incorporate any provision for interconnection, service or Unbundled Network Element from this Agreement into another Commission-approved interconnection agreement pursuant to Section 252(i) of the Act, the provision from this Agreement shall expire on the date specified in Section 4.1 above and shall not control the expiration date of any other provision of the other interconnection agreement. All monetary obligations of the Parties to one another under the immediately previous interconnection agreement between the Parties shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement.

5.0 ASSIGNMENT

5.1.1 Assignment of Contract

5.1.1.1 XSPEDIUS may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC KANSAS. Any attempted assignment or transfer that is not permitted is void *ab initio*.

5.1.1.2 XSPEDIUS may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC KANSAS; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, XSPEDIUS may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate

if that Affiliate is a party to a separate agreement with SBC KANSAS under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

5.1.2 Corporate Name Change and/or change in "d/b/a" only

- 5.12.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

5.1.3 Company Code Change

- 5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of "assets" provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, "assets" means any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC KANSAS with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC KANSAS' consent. SBC KANSAS shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC KANSAS' consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

- 5.1.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.

5.1.4 Assignment of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service.

- 5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC KANSAS with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service to be

transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

- 5.1.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's interconnection agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.

5.1.5 Project Coordination

- 5.1.5.1 SBC KANSAS will provide project management support to effectuate changes of the types identified in Section 5.1.5.2.
- 5.1.5.2 SBC KANSAS will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should SBC KANSAS' most current version of LSOR or ASOR guidelines not support the required order activity, SBC KANSAS will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to SBC KANSAS any and all information SBC KANSAS reasonably requests to effectuate such changes.

6.0 CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All such information which is disclosed by one party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Resale Services, Network Elements or Combinations placed by XSPEDIUS pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of XSPEDIUS' customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and call records and Recorded Usage Data as described in Attachment 24, whether disclosed by XSPEDIUS to SBC KANSAS or otherwise acquired by SBC KANSAS in the course of the performance of this Agreement, will be deemed Confidential Information of XSPEDIUS for all purposes under this Agreement. Unless otherwise agreed, if a Party is required to submit information about one or more XSPEDIUS to a regulatory or judicial body, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that is so commingled with the Receiving Party or a third party's information such that disclosure could not possibly reveal the underlying proprietary or confidential information.
- 6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing

under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

- 6.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 6.6 The Parties acknowledge that an individual customer may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from customers or sources other than the Disclosing Party.
- 6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive

remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 LIABILITY AND INDEMNIFICATION

7.1 Limitation of Liabilities

- 7.1.1 Except as specifically provided in Attachment 25 DSL-KS, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Section 7.3.3, following, and for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to XSPEDIUS by SBC KANSAS under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.

7.2 No Consequential Damages

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

7.3 Obligation to Indemnify

- 7.3.1 Intentionally Left Blank

- 7.3.2 Intentionally Left Blank

- 7.3.3 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (i)

alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors and with regard to Operation Support Systems (OSS), in addition to the foregoing, any actions or claims relating to a) any unauthorized entry or access into, or use or manipulation of SBC KANSAS' OSS from XSPEDIUS systems, workstations or terminals or by XSPEDIUS employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by XSPEDIUS; b) failure to perform accurate and correct ordering including Resale and Section 251(c)(3) UNE services, rates, and charges, subject to the terms of this Agreement c) any claim made by an end user Customer of XSPEDIUS or other third parties against SBC KANSAS caused by or related to XSPEDIUS' inaccurate use of any SBC KANSAS OSS. Indemnification for OSS shall also include any necessary and reasonable labor expenses incurred by SBC related to such inaccurate or improper use of OSS.

- 7.3.3.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.
- 7.3.4 XSPEDIUS acknowledges that its right under this Agreement to interconnect with SBC KANSAS' network and to unbundle and/or combine SBC KANSAS' Unbundled Network Elements (including combining with XSPEDIUS' network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.
- 7.3.5 Intentionally Left Blank
- 7.3.6 Intentionally Left Blank
- 7.3.7 Intentionally Left Blank
- 7.3.8 XSPEDIUS acknowledges that services and facilities to be provided by SBC KANSAS hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit SBC KANSAS to provide to XSPEDIUS, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to XSPEDIUS under this Agreement, then, as may be required by applicable state or federal law:
 - 7.3.8.1 SBC KANSAS agrees to provide written notification to XSPEDIUS, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and
 - 7.3.8.2 For any new agreements that SBC KANSAS enters into or existing agreements that it renews, SBC KANSAS shall use its best efforts to procure rights or licenses to allow SBC KANSAS to provide to XSPEDIUS the particular unbundled Network Element(s), on terms comparable to terms provided to SBC KANSAS, directly or on behalf of XSPEDIUS ("Additional Rights/Licenses").

- 7.3.8.3 For any new agreements that SBC KANSAS enters into or existing agreements that it renews, in the event that SBC KANSAS, after using its best efforts, is unable to procure Additional Rights/Licenses for XSPEDIUS, SBC KANSAS will promptly provide written notification XSPEDIUS of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts XSPEDIUS' use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.
- 7.3.8.4 In the event XSPEDIUS provides in writing within thirty (30) calendar days of written notice in Section 7.3.8.3 above that SBC KANSAS has not exercised such best efforts, XSPEDIUS may seek a determination through an expedited petition to the Kansas Corporation Commission as to whether SBC KANSAS has exercised such best efforts.
- 7.3.8.5 If and to the extent SBC KANSAS is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, SBC KANSAS may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including SBC KANSAS, provided, however, all costs associated with the extension of Intellectual Property rights to XSPEDIUS pursuant to Section 7.3.5.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SBC KANSAS.
- 7.3.9 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.
- 7.3.10 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.
- 7.4 Obligation to Defend; Notice; Cooperation
- 7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party,

the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 COMPLIANCE AND CERTIFICATION

- 8.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 8.2 Each Party warrants that it has obtained all necessary state certification required in Kansas prior to ordering any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 8.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 8.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

9.0 PAYMENT OF RATES AND CHARGES

- 9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all undisputed rates and charges due and owing under this Agreement within forty-five (45) days from the date of the invoice. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean forty-five (45) calendar days from the date of the invoice. Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

10.0 LIMITATION ON BACK-BILLING AND CREDIT CLAIMS

- 10.1 Any "back-billed" charges or "back-credits" will be placed as an Other Charges and Credits (OCC) on the bill or will be listed on the Detail of Adjustment page. The Billing Party will, upon request of the Billed Party, separately provide the billed Party with documentation in the way of detailed work papers to substantiate the entry.
- 10.2 Intentionally Left Blank
- 10.3 Intentionally Left Blank

10.4 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

10.5 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 10 and is addressed separately in the Reciprocal Compensation Attachment.

11.0 DAILY USAGE FILE

11.1 The Parties agree that Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements and SBC Kansas' obligation to provide Usage Data under this Agreement shall remain in effect only until March 11, 2006. Additional terms and conditions are contained in Attachment 10.

12.0 ALTERNATELY BILLED TRAFFIC (ABT)

12.1 As used herein, Alternately Billed Traffic (ABT) shall mean calls made by an end user and billed to an account not associated with the originating line. There are three types of ABT: Calling card, collect, and third number calls. Billing and compensation for intraLATA ABT will be handled as described below.

12.2 When XSPEDIUS serves its end user via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's end users, including ABT charges passed through by a Third Party. The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

12.3 Additional terms and conditions may be found in Attachment 20, Clearinghouse.

13.0 DISPUTE RESOLUTION

13.1 General Finality of Disputes

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

13.2 Alternative to Litigation

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

13.3 Informal Resolution of Disputes

- 13.3.1 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Settlement offers by both Parties are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. All other documents related to the dispute, that are not prepared for purposes of the settlement offer, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.4 Billing Disputes

- 13.4.1 The Parties agree that with respect to matters that are the subject of a billing dispute, the party disputing such billing may withhold payment of the disputed amount. If a billed amount is paid and subsequently disputed and ultimately determined to have been billed in error, interest shall be paid from the time payment was received through time it was refunded. The Parties further agree that if any billing dispute is resolved in favor of the billing Party the billing Party will receive, in addition to the amount disputed, interest applied to the disputed amount as set forth in Section 9.1. Late payment charges shall not be assessed to disputed amounts.
- 13.4.2 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 13.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON.
- 13.4.3 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party receives notice of such dispute.
- 13.4.4 In order to resolve a billing dispute, the disputing Party shall furnish written notice which shall include sufficient detail of and rationale for the dispute, including to the extent available, the (i) date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number(s) in question, (iv) circuit ID number or trunk number in question, (v) any USOC information relating to the item(s)

questioned, (vi) amount billed, (vii) amount disputed, (viii) the reason the disputing Party disputes the billed amount, (ix) minutes of use disputed by jurisdictional category, and (x) the contact name, email address and telephone number.

- 13.4.4.1 If the disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4.4.1, the disputing Party may notify the Billing Party in writing that it wishes to invoke the formal Resolution of Disputes afforded pursuant to Section 13.5.

13.5 Formal Resolution of Disputes

- 13.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement that require clarification, renegotiation, modification or addition to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the complaint process of K.A.R. 82-1-220. As an alternative to the dispute resolution procedures referenced in the preceding sentence, and in lieu thereof, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 13.6.1.

- 13.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the complaint process pursuant to K.A.R. 82-1-220 with regard to procedures for the resolution of disputes arising out of this Agreement.

13.6 Arbitration

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

14.0 **NON-PAYMENT AND PROCEDURES FOR DISCONNECTION**

- 14.1 Failure of XSPEDIUS to pay any undisputed charges may be grounds for termination of this Agreement. If XSPEDIUS fails to pay such charges when due SBC KANSAS will notify XSPEDIUS in writing that in order to avoid having service disconnected, XSPEDIUS must remit all unpaid undisputed charges to SBC KANSAS within fifteen (15) calendar days after receipt of said notice. Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 13.0 of this Agreement.

- 14.1.1 SBC KANSAS will also provide any written notification to the Kansas Corporation Commission as required by applicable law.
- 14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
 - 14.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 13.4.4 of this Agreement, together with the reasons for its dispute; and
 - 14.2.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 14.2.3 Intentionally Left Blank
 - 14.2.4 Intentionally Left Blank
- 14.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.0.
- 14.4 After expiration of the written notice furnished pursuant to Section 14.1 hereof, if XSPEDIUS continues to fail to comply with Section 14.2.1 through 14.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC KANSAS may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to XSPEDIUS for payment within fifteen (15) Calendar Days of any of the obligations enumerated in Section 14.2.1. On the day that SBC KANSAS provides such written demand to XSPEDIUS, SBC KANSAS may also exercise any or all of the following options:
 - 14.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 14.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 14.5 Notwithstanding anything to the contrary in this Agreement, SBC KANSAS' exercise of any of its options under Sections 14.4, 14.4.1 and 14.4.2:
 - 14.5.1 will not delay or relieve XSPEDIUS' obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 14.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 14.6 A copy of the demand provided to XSPEDIUS under Section 14.4 will be provided to the Commission.

- 14.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 14.7, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 15.0 and to the following:

To SBC KANSAS:

SBC KANSAS CONTACT – Billing
Manager of Collections and Credit
722 N. Broadway, 11th Floor
Milwaukee, WI 53202

To XSPEDIUS:

Director Telco Cost
Xspedius Communications, LLC
5555 Winghaven Blvd., Suite 300
O'Fallon, Missouri 63368

With a copy to:

James C. Falvey
Sr. VP Regulatory Affairs
Xspedius Communications, LLC
14405 Laurel Place, Suite 200
Laurel, MD 20707-6102
Phone: (301) 361-4298
Fax: (301) 361-7654
Email: Jim.Falvey@Xspedius.com

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section. Any notice or other communication will be deemed to be given when received.

- 14.8 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 14.4 of this Agreement, the Billing Party may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC KANSAS to XSPEDIUS for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 14.8.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 14.8.2 disconnect any Resale Services, Unbundled Network Elements and/or Collocation furnished under this Agreement.
- 14.8.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by SBC KANSAS will comply with Kansas Corporation Commission rules.
- 14.9 Within five (5) calendar days following any such disconnection, SBC KANSAS will notify each Resale end user that because of XSPEDIUS' failure to pay SBC KANSAS, the end user's local service will continue for an additional thirty (30) calendar days and that the end user has thirty (30) calendar days from the disconnection date to select a new Local Service Provider.
- 14.10 If any Resale end user fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, SBC KANSAS may terminate the Resale end user's service.

- 14.11. SBC KANSAS will notify the Commission of the names of all Resale end users whose local service was terminated pursuant to Section 14.10.
- 14.12. XSPEDIUS shall be responsible for all charges for any service furnished by SBC KANSAS to any end user pursuant to Section 14.9 hereof.
- 14.13. Nothing in this Agreement shall be interpreted to obligate SBC KANSAS to continue to provide local service to any Resale end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC KANSAS has with regard to such Resale end users under Applicable Law.

15.0 NOTICES

- 15.1 In the event any notices are required to be sent under the terms of this Agreement, they must be made in writing (unless specifically provided otherwise herein) they may be sent by mail, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been received five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service. Notice may also be given by personal delivery, or by overnight courier, and will be deemed given upon receipt of personal delivery; or by overnight courier and will be deemed given the next Business Day. Notice may also be provided by facsimile, provided a paper copy is also sent by another method described in this Section, which will be deemed given on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

- 15.2 If to XSPEDIUS:

With a copy to:

James C. Falvey
Sr. VP Regulatory Affairs
Xspedius Communications, LLC
14405 Laurel Place, Suite 200
Laurel, MD 20707-6102
Phone: (301) 361-4298
Fax: (301) 361-7654
Email: Jim.Falvey@Xspedius.com

Legal & Regulatory Dept.
Xspedius Communications, LLC
5555 Winghaven Blvd., Suite 300
O'Fallon, MO 63368
Phone: (636) 625-7000
Fax: (636) 625-7191

- 15.3 If to SBC KANSAS:

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

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving ten (10) calendar days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

- 15.4 SBC KANSAS communicates official information to XSPEDIUS via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 15.5 SBC KANSAS Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the transmission date set forth on the e-mail message.
- 15.6 XSPEDIUS may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 15.7 XSPEDIUS shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom XSPEDIUS requests Accessible Letter notification be sent. XSPEDIUS shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any XSPEDIUS recipient of SBC KANSAS' Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by SBC KANSAS. SBC KANSAS may, at its discretion, change the process by which the XSPEDIUS provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 15.8 SBC KANSAS shall provide a toll free facsimile number to XSPEDIUS for the submission of requests for Resale Services and Unbundled Network Elements under this Agreement; XSPEDIUS shall provide SBC KANSAS with a toll free facsimile number for notices from SBC KANSAS relating to requests for Resale Services and Unbundled Network Elements under this Agreement.

16.0 TAXES

- 16.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.
- 16.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:

- 16.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 16.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate.
- 16.2.3 Notwithstanding Section 16.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.
- 16.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 16.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 16.2 above and all Subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 16.5 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 16.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- 16.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 16.8 With respect to any Tax or Tax controversy covered by this Section 16.0, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 16.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 16 shall be sent in accordance with Section 15.0 hereof.

17.0 FORCE MAJEURE

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, whereupon such Party's obligation or performance shall be suspended to the extent that the Party is affected by such Force Majeure Event. The other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are hindered by the Force Majeure event. Upon cessation of such Force Majeure condition, the Party whose performance fails or is delayed because of such Force Majeure conditions will give like notice and commence performance hereunder as promptly as reasonably practicable.

18.0 PUBLICITY

- 18.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for

written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

- 18.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

19.0 NETWORK MAINTENANCE AND MANAGEMENT

- 19.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 19.2 Intentionally Left Blank
- 19.3 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party maintains the right to implement basic protective controls such as "Cancel To" or "Call Gap".
- 19.4 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers nor is to either Party subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

20.0 LAW ENFORCEMENT AND CIVIL PROCESS

20.1 Intercept Devices

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

20.2 Subpoenas

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

20.3 Law Enforcement Emergencies

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

21.0 **CHANGES IN SUBSCRIBER CARRIER SELECTION**

- 21.1 Each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 21.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. SBC KANSAS shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), SBC KANSAS is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When a XSPEDIUS resale end user has abandoned a premise (i.e., vacates a premise without disconnecting service, XSPEDIUS will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.
- 21.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At XSPEDIUS' written request, SBC KANSAS will investigate an alleged incidence of slamming involving XSPEDIUS, and only in such XSPEDIUS authorized instances shall SBC KANSAS charge XSPEDIUS; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

22.0 **AMENDMENTS OR WAIVERS**

- 22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.
- 22.2 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes. Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to

arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms. If mutually acceptable terms are not agreed upon with 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period,) the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 13 of this Agreement. Nothing in this Section 22.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 23.0 (Intervening Law), or Section 252(i) of the Act.

23.0 CHANGE IN LAW; RESERVATION OF RIGHTS

- 23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of October 20, 2004: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable Kansas statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and Kansas statutes, rules, regulations and Orders. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) that are issued, rendered, or adopted after October 20, 2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: *Verizon v. FCC*, et al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the impairment proceedings that will be heard before the Commission and any pending appeals (and following remand and appeal, *USTA v. FCC*, 359 F.2d 554 (D.C. Cir. 2004), that relate to, or arise from, the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) (the "TRO"), including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. August 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; 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), 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 on the topic of Intercarrier Compensation generally, issued in the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 and the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241) (rel. October 18, 2004) (collectively "Government Actions"). Except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable

Kansas statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that is issued, rendered or adopted after October 20, 2004 and that (i) materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable Kansas statute or any of said rules, regulations, Orders, or judicial decisions, (ii) invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationales for any rate(s), terms(s) and/or condition(s) of the Agreement, (iii) and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement specifically including but not limited to those arising with respect to the Government Actions. For purposes of this Section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this Section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this Section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under this Section 23.0 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 13.0 of this Agreement. During the negotiation or arbitration of any such Change in Law, the Parties shall remain obligated to perform under the terms set forth in this Agreement.

- 23.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, Orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

24.0 AUTHORITY

- 24.1 SBC KANSAS represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. SBC KANSAS represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC KANSAS. SBC KANSAS represents and warrants that it has full power and authority to perform its obligations hereunder.
- 24.2 XSPEDIUS represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation or formation and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. XSPEDIUS represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 24.3 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

25.0 BINDING EFFECT

- 25.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

26.0 CONSENT

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

27.0 EXPENSES

- 27.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

28.0 HEADINGS

- 28.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

29.0 RELATIONSHIP OF PARTIES

- 29.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

30.0 CONFLICT OF INTEREST

- 30.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

31.0 MULTIPLE COUNTERPARTS

- 31.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

32.0 THIRD PARTY BENEFICIARIES

- 32.1 Except as may be specifically set forth in this agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, Claim, liability, reimbursement, cause of action, or other privilege.

33.0 REGULATORY APPROVAL

- 33.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

34.0 TRADEMARKS AND TRADE NAMES

- 34.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party. Nothing in this Agreement shall be construed as preventing either Party from publicly stating that it has executed this Agreement with the other Party.

35.0 REGULATORY AUTHORITY

- 35.1 SBC KANSAS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. XSPEDIUS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to XSPEDIUS end users contemplated by this Agreement.
- 35.3 SBC KANSAS will provide XSPEDIUS with direct notice of any tariff or filing which concerns the subject matter of this Agreement in the same manner and for the same term as set forth in Section 15.4 for the subjects listed therein.

36.0 COMMISSION INTERPRETATION OF SAME OR SUBSTANTIVELY SIMILAR LANGUAGE

- 36.1 Any ruling by the Commission interpreting the same or substantively similar language in another Interconnection Agreement is applicable to the same or substantively similar language in this Agreement.

37.0 TARIFF REFERENCES

- 37.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that any changes to said tariff provision or rate are also

automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

- 37.2 Wherever the term "Customer" is used in connection with SBC KANSAS' retail tariffs, the term "Customer" means the ultimate "consumer" or the end user of any tariffed service.

38.0 VERIFICATION REVIEWS

- 38.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 38.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 9.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 13.0 of this Agreement.
- 38.3 Each Party will cooperate fully in any audit performed pursuant to Section 38.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.
- 38.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 38.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.
- 38.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
- 38.6 This Section 38 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall

reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.

- 38.7 Information obtained or received by either Party in connection with Sections 38.1 through 38.6 will be subject to the confidentiality provisions of Section 6.0 of this Agreement.

39.0 COMPLETE TERMS

- 39.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 39.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the party sought to be bound. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

40.0 COOPERATION ON PREVENTING END USER FRAUD

- 40.1 Each Party shall be liable for any fraud associated with that Party's end user's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows end users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 40.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

41.0 NOTICE OF NETWORK CHANGES

- 41.1 SBC KANSAS agrees to provide XSPEDIUS reasonable notice consistent with applicable rules of changes in the information necessary for the transmission and routing of services using SBC KANSAS' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC KANSAS' ability to upgrade its network through the incorporation of new equipment, new software or otherwise nor to limit XSPEDIUS' access to UNEs provided over those facilities.

42.0 GOOD FAITH PERFORMANCE

- 42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or

required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

43.0 RESPONSIBILITY OF EACH PARTY

- 43.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

44.0 TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 44.1 Intentionally Left Blank

45.0 GOVERNMENTAL COMPLIANCE

- 45.1 XSPEDIUS and SBC KANSAS each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; or ii) its activities undertaken at, in connection with or relating to work locations. XSPEDIUS and SBC KANSAS each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any Losses, Damages, Claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. SBC KANSAS, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for SBC KANSAS to provide the network elements and Resale services pursuant to this Agreement.

46.0 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 46.1 Disclosure of Potential Hazards: When and if XSPEDIUS notifies SBC KANSAS that XSPEDIUS intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC KANSAS building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "work location"), SBC KANSAS shall timely notify XSPEDIUS of any Environmental Hazard at that Work Location of which

SBC KANSAS has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which XSPEDIUS already has actual knowledge or (ii) was caused solely by XSPEDIUS or (iii) would be obvious and apparent to anyone coming to the work location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SBC KANSAS; and (v) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

- 46.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC KANSAS, XSPEDIUS shall have the right to inspect, test, or monitor any work location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. XSPEDIUS shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC KANSAS' business operations after consultation with SBC KANSAS, and shall return SBC KANSAS' property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 46.3 Managing Disturbed Materials and Media: If and to the extent that XSPEDIUS' activity at any work location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then XSPEDIUS rather than SBC KANSAS shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 46.4 Indemnification:
- 46.4.1 Each Party shall indemnify, on request defend, and hold harmless the other Party and each of its officers, directors and employees from any and all suits, claims, demands, Losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying Party or other person acting on the indemnifying Party's behalf, of this Section 46 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other Applicable Law or provision of this Agreement dealing with hazardous substances or protection of human health or the environment.
- 46.4.2 XSPEDIUS shall indemnify, on request defend, and hold harmless SBC KANSAS and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of XSPEDIUS, or by any person acting on XSPEDIUS' behalf, while at a work location or (ii) the removal or disposal of any hazardous substances by any employee of XSPEDIUS or by any person acting on XSPEDIUS' behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by XSPEDIUS or its contractors or agents.

- 46.4.3 SBC KANSAS shall indemnify, on request defend, and hold harmless XSPEDIUS and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of SBC KANSAS or by any person acting on SBC KANSAS' behalf, at a work location or (ii) the removal or disposal of any hazardous substances by any employee of SBC KANSAS or by any person acting on SBC KANSAS' behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by SBC KANSAS or its contractors or agents.

47.0 SUBCONTRACTING

- 47.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or network elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or confidential information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or confidential information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

48.0 REFERENCED DOCUMENTS

- 48.1 The Parties agree to adhere to the SBC KANSAS Guides and similar documents ("Guides"), incorporated by reference in this Agreement, provided however, that the provisions thereof are reasonable and nondiscriminatory and that nothing required in the Guides shall limit or override XSPEDIUS' rights or SBC KANSAS' obligations under this Agreement or the Act. To the extent SBC KANSAS modifies a Guide to enhance its position in a dispute between the parties, such modification will be null and void with respect to XSPEDIUS. To the extent that there is a conflict between a provision of a Guide and this Agreement, the terms of this Agreement shall prevail. Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC KANSAS Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the current version or edition (including any amendments, supplements, addenda, or successors) as of the Effective Date of this agreement. Any subsequent amendment, supplement, addenda or successor to a technical reference, technical publication, CLEC Practice, SBC KANSAS Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement which results in a significant change in SBC KANSAS' provision of service to XSPEDIUS shall not be effective against XSPEDIUS without its express written consent.

49.0 SEVERABILITY

- 49.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 13.0

50.0 SURVIVAL OF OBLIGATIONS

- 50.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

51.0 GOVERNING LAW

- 51.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Kansas other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Topeka, Kansas and waive any and all objections to a Kansas venue.

52.0 PERFORMANCE MEASURES

- 52.1 Specific provisions governing Performance Measures are contained in Attachment 17.

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55.0 DIALING PARITY; NUMBER PORTABILITY

- 55.1 SBC KANSAS will ensure that all XSPEDIUS customers experience the same dialing parity as similarly-situated customers of SBC KANSAS services, such that, for all call types: (i) an XSPEDIUS customer is not required to dial any greater number of digits than a similarly-situated SBC KANSAS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an XSPEDIUS customer is at least equal in quality to that

experienced by a similarly-situated SBC KANSAS customer; and (iii) the XSPEDIUS Customer may retain its local telephone number. SBC KANSAS further agrees to provide Number Portability in accordance with the requirements of the Act. Specific requirements concerning Interim Number Portability are set forth in Attachment 14: Number Portability.

56.0 BRANDING

- 56.1 Specific provisions concerning the branding of services provided to XSPEDIUS by SBC KANSAS under this Agreement are contained in the following Attachments and Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; Attachment 2: Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provisioning Unbundled Network Elements; Attachment 8: Maintenance- Unbundled Network Elements-, and 23: OS-Facilities Based, UNE and UNE-P.

57.0 END USER-CUSTOMER INQUIRIES

Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

58.0 DISCLAIMER OF WARRANTIES

- 58.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, UNBUNDLED, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

59.0 NO WAIVER

- 59.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

60.0 DEFINITIONS

- 60.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or in the absence of their inclusion in the Act.

61.0 RESALE

- 61.1 At the request of XSPEDIUS, and pursuant to the requirements of the Act, any telecommunications service that SBC KANSAS currently provides or hereafter offers to any end user in the geographic area where SBC KANSAS is the incumbent LEC will be made available to XSPEDIUS by SBC KANSAS for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, and other applicable Attachments.

62.0 UNBUNDLED NETWORK ELEMENTS

- 62.1 At the request of XSPEDIUS and pursuant to the requirements of the Act, SBC KANSAS will offer in the geographic area where SBC KANSAS is the incumbent LEC, Unbundled Network Elements to XSPEDIUS on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements, and other applicable Attachments.

63.0 ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF END USER CUSTOMER USAGE DATA

- 63.1 In connection with its Resale of services to XSPEDIUS, SBC KANSAS agrees to provide to XSPEDIUS Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of end user Customer Usage Data services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.
- 63.2 In connection with its furnishing Unbundled Networks Elements to XSPEDIUS, SBC KANSAS agrees to provide to XSPEDIUS Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of end user Customer Usage Data services pursuant to the terms specified in Attachments 7, 8, 9 and 10, respectively.

64.0 NETWORK INTERCONNECTION ARCHITECTURE

- 64.1 Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties agree to utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. SBC KANSAS expressly recognizes that this provision and said Attachment are in no way intended to impair in any way XSPEDIUS' right to interconnect with Unbundled Network Elements furnished by SBC KANSAS at any technically feasible point within SBC KANSAS' network, as provided in the Act.

65.0 COMPENSATION FOR DELIVERY OF TRAFFIC

- 65.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Compensation.

66.0 ANCILLARY FUNCTIONS

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

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68.0 AMENDMENTS AND MODIFICATIONS

- 68.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. SBC KANSAS and XSPEDIUS shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 68.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

69.0 ENTIRE AGREEMENT

- 69.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this

Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

70.0 SCOPE OF AGREEMENT

70.1 Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

70.2 Intentionally Omitted

71.0 OTHER REQUIREMENTS AND ATTACHMENTS

71.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

71.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

GENERAL TERMS AND CONDITIONS/SOUTHWESTERN BELL TELEPHONE L.P.
SBC KANSAS/XSPEDIUS COMMUNICATIONS
081605

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

Xspedius Management Co. Switched Services, LLC
and Xspedius Management Co. of Kansas City, LLC
d/b/a Xspedius Communications

Southwestern Bell Telephone, L.P. d/b/a SBC Kansas
by SBC Operations, Inc., its authorized agent

By:

Printed:

Title:

Date:

By:

Printed:

Title:

Date:

James C. Falvey
James C. Falvey
Sr. V.P. Regulatory Affairs
9/6/05

Mike Auinbauh
Mike Auinbauh
AVP-Local Interconnection Marketing
SEP 6 2005

FACILITIES-BASED OCN # 7014

ACNA AVS

Intercarrier Compensation Option Choice:

Designate Choice with X	Option Number	Description
X	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

This agreement contains arbitrated provisions as determined by the Kansas Corporation Commission in Docket No. 05-BTKT-365-ARB.

ATTACHMENT 1: RESALE

All services made available to CLEC by SBC KANSAS or resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing Schedule, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 GENERAL REQUIREMENTS

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC KANSAS currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC KANSAS in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunication service pursuant to 251(b)(1) of the Act.

- 1.2 SBC KANSAS will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

Consistent with Section 2.5 of the General Terms and Condition of this Agreement, SBC KANSAS shall provide Resale Services under the following terms and conditions in this Attachment Resale.

- 1.3 SBC KANSAS will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Exhibit Services and Pricing Schedule to Appendix Services/Pricing of this Attachment at the wholesale discount rates shown therein. Except as otherwise expressed herein, SBC KANSAS also will make available for resale to CLEC at the wholesale discount rate ordered by the KS-CC any other Telecommunications Services offered by SBC KANSAS and not listed in Exhibit Services and Pricing.

- 1.4 SBC KANSAS will make available to CLEC resale SBC KANSAS' Bill Plus service at a discount of five per cent (5%) off of SBC KANSAS' tariffed rate for each service. Consolidated Billing is available at no charge.

- 1.5 SBC KANSAS, will make available to CLEC, including but not limited to for resale the following SBC KANSAS services at SBC KANSAS' tariffed rate for each service (or in the event a service is not tariffed, at the rate SBC KANSAS charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services/Restoral Services
- Telecommunications Service Priority Systems
- Access Services
- 555/976 Information Delivery Service
- Cellular Mobile Interconnection Services
- Exchange Connection Services
- IntraLATA Internet Access Plans (as found in Section 4 of the Kansas Long Distance Message Telecommunications Service Tariff)
- Specialized Broadband Services

- 1.6 The following services are not being made available by SBC KANSAS to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products

- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

1.7 Telecommunications Services will be resold by SBC KANSAS to CLEC on terms and conditions that are reasonable and nondiscriminatory.

1.8 Directory Assistance and Operator Services

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

Subject to any blocking that may be ordered by CLEC for its customers, to the extent Directory Assistance (DA) services are provided to SBC KANSAS' customers, SBC KANSAS shall provide CLEC's customers access to SBC KANSAS' Directory Assistance services.

Subject to any blocking that may be ordered by CLEC for its customers, SBC KANSAS will provide access to Operator Services ("OS") to CLEC's customers to the same extent it provides OS to its own customers.

1.9 Directory Listings Requirements

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.

1.10 Unless otherwise provided in this Agreement, SBC KANSAS will perform all of its obligations hereunder throughout the entire service area where SBC KANSAS is the incumbent local exchange carrier. SBC KANSAS will provide the services covered by this Attachment subject to the availability of facilities in this state.

1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SBC KANSAS.

1.12 Unless stayed, modified or reversed on appeal or reconsideration, SBC KANSAS will not apply the continuous property tariff for Plexar services, which was previously found reasonable by the KS-CC. The parties recognize that CLEC's right to aggregate end user traffic when reselling optional calling plans is in dispute before the United States Court of Appeals for the Tenth Circuit, Case No. 00-6030. During the pendency of that case, CLEC may aggregate end user traffic when reselling optional calling plans. The parties acknowledge, however, that the decision of that court, or a decision in proceedings on remand therefrom, may make modification of this section appropriate. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modification to this section, and, if negotiations fail, disputes between the Parties concerning the appropriate conforming modification shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.

1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC KANSAS' tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.

1.14 A CLEC shall make its telecommunications services available for resale to SBC KANSAS on terms and conditions that are reasonable and nondiscriminatory.

2.0 BRANDING

2.1 CLEC is free to brand the Resale services that SBC KANSAS provides to CLEC under the provisions of this Agreement. SBC KANSAS will not brand such Resale services provided to CLEC under this Agreement as being SBC KANSAS' services, although certain SBC KANSAS' retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.

- 2.1.1 SBC KANSAS offers certain retail services that utilize electronic branding to designate the services as SBC KANSAS' retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SBC KANSAS to rebrand such services as CLEC services or to offer them without a brand. SBC KANSAS will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC KANSAS for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC KANSAS as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC KANSAS agrees to reimburse CLEC for a reasonable portion of its costs.
- 2.2 CLEC will provide the exclusive interface to CLEC customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC KANSAS personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 2.3 Branding provisions concerning SBC KANSAS' furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement.
- 2.4 CLEC will not, without SBC KANSAS' written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC KANSAS or its affiliates.

3.0 CHANGE IN END USER LOCAL SERVICE PROVIDER

- 3.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule.

When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set for in Pricing Schedule. Custom Services conversions (e.g. Plexar Custom) will be handled on a Customer Specific Proposal basis.

- 3.1.1 Simple and Complex Service Orders are defined as follows:

Simple (Manual) Conversion - change in local service provider where services involved are simple, Plain Old Telephone Service (POTS); those services that do not require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality; (e.g., normal single line residence or business flat rate or measured local exchange access line). CLEC passes (FAX/phone) manual local service request to LECC and ILEC service representative input request in service order system for provisioning.

Electronic Conversion - change in local service provider where services involved are simple; CLEC passes electronic local service request to ILEC through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel; also where a complex service is passed through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel.

Complex (Manual) Conversion - change in local service provider involving services that are not characterized as POTS; those services that may require special review/ coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality; also, new services that use a different platform than current technology (e.g., SS7 based AIN services).

- 3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from SBC KANSAS or another LSP to CLEC, SBC KANSAS will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charges.
- 3.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on SBC KANSAS' network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.4 Upon an end user's subscription to CLEC local Resale service, SBC KANSAS will promptly remove from the LIDB any SBC KANSAS assigned telephone line based calling card number (TLN) applicable to that end user.

4.0 PRICING

- 4.1 Except as set forth in Appendices DA - Resale, OS - Resale, White Pages - Resale, and Customized Routing - Resale, the prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Services.
- 4.2 Resale services offered by SBC KANSAS through promotions will be available to CLEC on terms and conditions no less favorable than those SBC KANSAS makes available to its customers, provided that for promotions of 90 days or less, SBC KANSAS will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC KANSAS will make the services available at the avoided cost discount from the promotional rate.

5.0 NO RESTRICTIONS ON RESALE

- 5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the KS-CC determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business customers SBC KANSAS' Resale services that are restricted by SBC KANSAS' tariffs to use by residential subscribers. SBC KANSAS is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the KS-CC. SBC KANSAS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 DIALING PARITY

- 6.1 For all call types associated with the Resale services provided to CLEC by SBC KANSAS under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC KANSAS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated SBC KANSAS customer; and (iii) the CLEC Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SBC KANSAS will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7.0 MAINTENANCE

- 7.1 Maintenance will be provided by SBC KANSAS in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

8.0 CHANGES IN RETAIL SERVICE

- 8.1 SBC KANSAS will notify CLEC, via Accessible Letter, at the time the tariff is filed with the KS-CC for price deregulated services and 10 days prior to the time a tariff is filed with the KS-CC for all other regulated services, of any changes in the prices, terms and conditions under which SBC KANSAS offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction of any new features, functions, services, promotions, or the discontinuance of current features or services.

9.0 BILLING FOR LOCAL SERVICE

- 9.1 SBC KANSAS will bill CLEC for Resale services provided by SBC KANSAS to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.
- 9.2 SBC KANSAS will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

10.0 OPERATIONAL REQUIREMENTS

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" for CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by SBC KANSAS, see Attachment 27: Operation Support Systems (OSS) and, for manual ordering, in accordance with the terms and conditions contained in Attachment 2: Manual Ordering and Provisioning-Resale.
- 10.2 SBC KANSAS will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

11.0 RESPONSIBILITY FOR ABS CALLS

- 11.1 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to customers. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion CLEC is not responsible for charges the customer generates by accepting calls from facilities such as prisons, correctional facilities, etc as long as CLEC has appropriately ordered TBE (Toll Billing Exception) Blocking on the End User's line. Such calls (leakage) that are delivered to an End User line, which has had TBE Blocking appropriately ordered, shall not be the responsibility of the CLEC and shall be adjusted off the CLEC's bill.

APPENDIX SERVICES/PRICING

- 1.0** This Appendix Services/Pricing describes several services which SBC KANSAS will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC KANSAS which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

2.0 PLEXAR® FAMILIES OF SERVICES REQUIREMENTS

- 2.1** CLEC may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive CENTREX from SBC KANSAS. The PLEXAR families of services provided for resale will meet the following requirements:
- 2.1.1** All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale.
- 2.1.2** To the extent that CLEC claims that a particular use limitation, term, or condition in SBC KANSAS' Plexar Tariff which has been approved by the KS-CC is inconsistent with the Act or other applicable law, CLEC will nonetheless enforce said use limitation, term or condition until it is determined by the appropriate authority to be unlawful.
- 2.2** CLEC may aggregate the PLEXAR families of services, local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.
- 2.3** CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC will pay the rates for DS-1 termination set forth herein for such service.
- 2.4** CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 2.5** CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which SBC KANSAS provides local exchange service as the incumbent LEC.
- 2.6** CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, PLEXAR Custom, or PLEXAR Express) for resale.
- 2.7** SBC KANSAS will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Appendix. SBC KANSAS provision of PLEXAR Custom will be as specified in this paragraph. SBC KANSAS will offer CLEC the same price SBC KANSAS provides to its Customers less costs that will be avoided. In addition, SBC KANSAS will provide CLEC with the same technical and system design support that SBC KANSAS makes available to SBC KANSAS' PLEXAR® Custom sales teams and agents. Such support will be provided by SBC KANSAS to CLEC with the same quality and timelines that SBC KANSAS provides to SBC KANSAS' PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by SBC KANSAS at a reasonable price, mutually acceptable to SBC KANSAS and CLEC.

3.0 CLASS AND CUSTOM FEATURES REQUIREMENTS

- 3.1** CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. SBC KANSAS will provide to CLEC a list of all services and features. As requested by CLEC, SBC KANSAS will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by SBC KANSAS differs from the

tariff, the tariff prevails. SBC KANSAS will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

4.0 VOLUNTARY FEDERAL CUSTOMER FINANCIAL ASSISTANCE PROGRAMS

- 4.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SBC KANSAS customers choose to obtain Resale service from CLEC, SBC KANSAS will confirm such customers' eligibility to participate in such SBC KANSAS programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SBC KANSAS' Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

5.0 E911/911 SERVICES

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

6.0 SERVICES TO DISABLED CUSTOMERS

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

7.0 TELEPHONE RELAY SERVICE

- 7.1 Where SBC KANSAS provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), SBC KANSAS will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SBC KANSAS maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC KANSAS will make such data available to CLEC as it pertains to CLEC Resale service customers.

8.0 LIFELINE SERVICES

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

- 8.3 SBC KANSAS will provide the Lifeline Service to CLEC at the Kansas Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in Appendix Pricing, Schedule of Prices. SBC KANSAS is the entity eligible to apply to and receive support from the Kansas Universal Service Fund and the Federal Universal Service Fund for Lifeline Service.

9.0 ADVANCED INTELLIGENT NETWORK

- 9.1 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services SBC KANSAS offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 9.2 All service levels, features and function components of AIN provided by SBC KANSAS and offered for resale by CLEC will be provided by SBC KANSAS at parity with the same services SBC KANSAS offers to its own customers.
- 9.3 CLEC may purchase any and all levels of AIN service for Resale services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

10.0 PAY PHONE SERVICES

- 10.1 SBC KANSAS will provide Payphone Exchange Access Service, including SmartCoin Service, to CLEC at a wholesale discount, for resale, pursuant to SBC KANSAS' applicable tariffs.

11.0 CALL TRACE

- 11.1 CLEC end user's activation of Call Trace shall be handled by the SBC KANSAS Call Trace Center (CTC). SBC KANSAS shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 11.2 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify SBC KANSAS against any claims that insufficient information led to inadequate prosecution.

12.0 SUSPENSION SERVICES

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

13.0 PAYMENTS OF RATES & CHARGES FROM A THIRD PARTY

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

14.0 SERVICES AVAILABLE FOR RESALE AND ASSOCIATED PRICES

- 14.1 Attached is Exhibit A, "List of SBC KANSAS' Telecommunications Services available for Resale," which is a matrix that lists the services offered by SBC KANSAS which will be made available to CLEC for resale.

CLEC may purchase these services at a 21.6% discount from SBC KANSAS' retail prices. Also attached is Exhibit B, "List of SBC KANSAS' Other Services Available for Resale," which is a matrix that lists services offered by SBC KANSAS which will be made available to CLEC at retail prices. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate.

15.0 CSA CONTRACT WHOLESALE DISCOUNT

- 15.1 SBC KANSAS shall make available existing SBC KANSAS retail customer-specific arrangement (CSA) contracts for resale pursuant to the terms of the KCC Order in Docket No. 99-GIMT-706-GIT, *In the Matter of the General Investigation Into Issues Related to Long Term Contracts*. CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such existing contract with a current retail or resold SBC KANSAS end user at the time of conversion. An assumption of an existing contract where the terms and conditions are not altered, excepting wholesale discount, will not constitute ground for collection of a termination liability. The following wholesale discounts will apply:

Existing CSA, Non-tariffed Customer Specific Contract (e.g. ICB)	5.00%
Existing CSA, Tariffed Volume and Term Contract	8.00%

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT	Nonrecurring First	Nonrecurring Rate Additional Kansas
LOCAL EXCHANGE SERVICE	RECURRING	NON- RECURRING	
Business 1 Party	21.60%	21.60%	NA
Business - Multi-Line	21.60%	21.60%	NA
Business Message Rate 1-Party	21.60%	21.60%	NA
Customer Operated Pay Telephone Service	21.60%	21.60%	NA
Line Amplifier	21.60%	21.60%	NA
Public Response Calling Service	21.60%	21.60%	NA
Telephone Answering and Secretarial Service	21.60%	21.60%	NA
Service Connections, Move and Changes	21.60%	21.60%	NA
EXPANDED LOCAL CALLING			
Mandatory Extend Local Calling	21.60%	21.60%	NA
Basehor Optional Calling Area	21.60%	21.60%	NA
MetroPlus	21.60%	21.60%	NA
VERTICAL SERVICES			
Auto Redial	21.60%	21.60%	NA
Call Blocker	21.60%	21.60%	NA
Call Forwarding	21.60%	21.60%	NA
Call Forwarding - Busy Line	21.60%	21.60%	NA
Call Forwarding - Busy Line/Don't Answer	21.60%	21.60%	NA
Call Forwarding - Don't Answer	21.60%	21.60%	NA
Call Return	21.60%	21.60%	NA
Call Trace	21.60%	21.60%	NA
Call Waiting	21.60%	21.60%	NA
Calling Name	21.60%	21.60%	NA
Calling Number	21.60%	21.60%	NA
Personalized Ring (1 dependent number)	21.60%	21.60%	NA
Personalized Ring (2 dependent numbers - 1st number)	21.60%	21.60%	NA
Personalized Ring (2 dependent numbers - 2nd number)	21.60%	21.60%	NA
Priority Call	21.60%	21.60%	NA
Remote Access to Call Forwarding	21.60%	21.60%	NA
Selective Call Forwarding	21.60%	21.60%	NA
Simultaneous Call Forwarding	21.60%	21.60%	NA
Speed Calling	21.60%	21.60%	NA
Three Way Calling	21.60%	21.60%	NA
DID			

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
DID (First Block of 100 - Category 1)	21.60%		21.60%		NA
DID (First Block of 10 - Category 1)	21.60%		21.60%		NA
DID (Ea. adl. block of 10 after first 10 - Category 1)	21.60%		21.60%		NA
DID (Ea. adl. block of 100 after first 100 - Category 2)	21.60%		21.60%		NA
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	21.60%		21.60%		NA
DID (with Multifrequency)	21.60%		21.60%		NA
DID (with Dual-Tone Multifrequency)	21.60%		21.60%		NA
DID (1st 10 Trunks or access lines)	21.60%		21.60%		NA
DID (11th thru 50th trunk or network access line)	21.60%		21.60%		NA
DID (51st trunk or network access line)	21.60%		21.60%		NA
TRUNKS					
Analog Trunks	21.60%		21.60%		NA
Hotel/Motel Trunks	21.60%		21.60%		NA
Digital Trunks	21.60%		21.60%		NA
AIN					
Area Wide Networking	21.60%		21.60%		NA
Caller Intellidata	21.60%		21.60%		NA
Disaster Routing Service	21.60%		21.60%		NA
Intelligent Redirectsm	21.60%		21.60%		NA
Positive ID	21.60%		21.60%		NA
OTHER					
Bundled Telecommunications Services (e.g., the Works)	21.60%		21.60%		NA
Busy Out Arrangements	21.60%		21.60%		NA
Conference Telephone Service	21.60%		21.60%		NA
Customer Alerting Enablement	21.60%		21.60%		NA
Grandfathered Services	21.60%		21.60%		NA
Hot Line	21.60%		21.60%		NA
Hunting	21.60%		21.60%		NA
Improved Data Transmission	21.60%		21.60%		NA
Intercept Referral Service	21.60%		21.60%		NA
Local Operator Assistance Service	21.60%		21.60%		NA
Night Number associated with Telephone Number	21.60%		21.60%		NA
Night Number associated with a Terminal	21.60%		21.60%		NA
Promotions (Greater than 90 days)	21.60%		21.60%		NA
Preferred Number Service	21.60%		21.60%		NA
Second Line Control	21.60%		21.60%		NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
Selective Call Acceptance	21.60%		21.60%		NA
Telebranch®	21.60%		21.60%		NA
TouchTone	21.60%		21.60%		NA
Voice Dial	21.60%		21.60%		NA
Warm Line	21.60%		21.60%		NA
Data Services					
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	21.60%		21.60%		NA
PBX Trunks	21.60%		21.60%		NA
Mult-Service Optical Network (MON)	21.60%		21.60%		NA
OCn-PTP	21.60%		21.60%		NA
DS3	21.60%		21.60%		NA
ISDN					
Digilinesm (ISDN BRI)	21.60%		21.60%		NA
Select Video Plus®	21.60%		21.60%		NA
Smart Trunksm (ISDN PRI)	21.60%		21.60%		NA
SuperTrunk	21.60%		21.60%		NA
TOLL					
IntraLATA MTS	21.60%		21.60%		NA
MaxiMizer 800®	21.60%		21.60%		NA
OutWATS	21.60%		21.60%		NA
800 Service	21.60%		21.60%		NA
OPTIONAL TOLL CALLING PLANS					
1+ SAVERsm	21.60%		21.60%		NA
1+Saver Direct	21.60%		21.60%		NA
Optional Community Calling Service	21.60%		21.60%		NA
PLEXAR®					
Plexar I®	21.60%		21.60%		NA
Plexar II®	21.60%		21.60%		NA
Plexar Custom®	21.60%		21.60%		NA
PRIVATE LINE					
Analog Private Lines	21.60%		21.60%		NA
Announcement Distribution Services	21.60%		21.60%		NA
Foreign Exchange Service	21.60%		21.60%		NA
Foreign Serving Office	21.60%		21.60%		NA
Frame Relay	21.60%		21.60%		NA
Group Alerting Services	21.60%		21.60%		NA
MicroLink I®	21.60%		21.60%		NA
MicroLink II®	21.60%		21.60%		NA
MultiPoint Video	21.60%		21.60%		NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
Network Reconfiguration Service	21.60%		21.60%		NA
Public Response Calling Service	21.60%		21.60%		NA
Service Loop Facility Modification Service	21.60%		21.60%		NA
	RESALE DISCOUNTS				
Residence	RECURRING		NON- RECURRING		
LOCAL EXCHANGE SERVICE					
Life Line and Link Up America Services	21.60%		21.60%		NA
Residence 1 Party	21.60%		21.60%		NA
Residence Measured	21.60%		21.60%		NA
Residence Flat Rate Trunks	21.60%		21.60%		NA
Urban Mileage	21.60%		21.60%		NA
Service Connections, Move and Changes	21.60%		21.60%		NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT	Nonrecurring First	Nonrecurring Rate Additional Kansas
EXPANDED LOCAL CALLING			
Mandatory Extend Local Calling	21.60%	21.60%	NA
Basehor Optional Calling Area	21.60%	21.60%	NA
MetroPlus	21.60%	21.60%	NA
VERTICAL SERVICES			
Auto Redial	21.60%	21.60%	NA
Call Blocker	21.60%	21.60%	NA
Call Forwarding	21.60%	21.60%	NA
Call Forwarding - Busy Line	21.60%	21.60%	NA
Call Forwarding - Busy Line/Don't Answer	21.60%	21.60%	NA
Call Forwarding - Don't Answer	21.60%	21.60%	NA
Call Return	21.60%	21.60%	NA
Call Trace	21.60%	21.60%	NA
Call Waiting	21.60%	21.60%	NA
Calling Name	21.60%	21.60%	NA
Calling Number	21.60%	21.60%	NA
Personalized Ring (1 dependent number)	21.60%	21.60%	NA
Personalized Ring (2 dependent numbers - 1st number)	21.60%	21.60%	NA
Personalized Ring (2 dependent numbers - 2nd number)	21.60%	21.60%	NA
Priority Call	21.60%	21.60%	NA
Remote Access to Call Forwarding	21.60%	21.60%	NA
Selective Call Forwarding	21.60%	21.60%	NA
Simultaneous Call Forwarding	21.60%	21.60%	NA
Speed Calling	21.60%	21.60%	NA
Three Way Calling	21.60%	21.60%	NA
ISDN			
Digiline	21.60%	21.60%	NA
OTHER			
Bundled Telecommunications Services (e.g., the Works)	21.60%	21.60%	NA
Conference Telephone Service	21.60%	21.60%	NA
Customer Alerting Enablement	21.60%	21.60%	NA
Grandfathered Services	21.60%	21.60%	NA
Hot Line	21.60%	21.60%	NA
Improved Data Transmission	21.60%	21.60%	NA
Intercept Services	21.60%	21.60%	NA
Local Operator Assistance Service	21.60%	21.60%	NA
Promotions (Greater than 90 days)	21.60%	21.60%	NA
Preferred Number Service	21.60%	21.60%	NA
Second Line Control	21.60%	21.60%	NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT	Nonrecurring First	Nonrecurring Rate Additional Kansas
Selective Call Acceptance	21.60%	21.60%	NA
TouchTone	21.60%	21.60%	NA
Voice Dial	21.60%	21.60%	NA
Warm Line	21.60%	21.60%	NA
OTHER (Resale)			
DIRECTORY ASSISTANCE SERVICES	21.60%	21.60%	NA
Nationwide Listing Services (NLS)	21.60%	21.60%	NA
TOLL			
900 Call Restriction	21.60%	21.60%	NA
Home 800sm	21.60%	21.60%	NA
IntraLATA MTS	21.60%	21.60%	NA
OPTIONAL TOLL CALLING PLANS			
1+ SAVERsm	21.60%	21.60%	NA
1+Saver Direct	21.60%	21.60%	NA
Optional Community Calling Service	21.60%	21.60%	NA
900 Call Restriction	21.60%	21.60%	NA
Access Services	0.00%	0.00%	NA
Additional Directory Listings	21.60%	21.60%	NA
Bill Plus	5.00%	5.00%	NA
Company Initiated Suspension Service	0.00%	0.00%	NA
Connections with Terminal Equipment and Communications Equipment	0.00%	0.00%	NA
Consolidated Billing	5.00%	5.00%	NA
Construction Charges	0.00%	0.00%	NA
Customer Initiated Suspension Service	0.00%	0.00%	NA
Exchange Connection Service	0.00%	0.00%	NA
Information Delivery Service	0.00%	0.00%	NA
Intellinumber	21.60%	21.60%	NA
IntraLATA Internet Access Plan	0.00%	0.00%	NA
Maintenance of Service Charges	0.00%	0.00%	NA
Prepaid Calling Cards	21.60%	21.60%	NA
Shared Tenant Service	0.00%	0.00%	NA
Shared Use Service	0.00%	0.00%	NA
Telecommunications Service Priority Systems	0.00%	0.00%	NA
TeleKansas	0.00%	0.00%	NA
Toll Billing Exception (Billed Number Screen)	21.60%	21.60%	NA
Toll Restriction	21.60%	21.60%	NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
Wireless Carrier Interconnection Services	0.00%		0.00%		NA
Electronic Billing Information Data (daily usage) per message	0.003	*	NA		NA
Local disconnect Report (LDR) Per WTN	0.10	*	NA		NA
Conversion Charges below based upon Docket 97-SCCC-149-GIT					
Simple conversion charge per billable number-manual	NA		11.25		NA
Simple conversion charge per billable number-electronic	NA		2.35		NA
Complex conversion charge per billable number-manual	NA		11.25		NA
Complex conversion charge per billable number-electronic			2.35		NA
OS/DA					
Branding - Resellers					
- Initial Load	NA		\$ 1,800.00		NA
- Subsequent Load	NA		\$ 1,800.00		NA
- Per Call	\$ 0.0250	*	NA		NA
External Rater - Resellers					
- Initial Load	NA		\$ 2,200.00		NA
- Subsequent Load	NA		\$ 1,000.00		NA
RESALE --Tiered Rate Structure					
	SBC RECURRING RESALE DISCOUNTS		SBC NON-REC.		
Business					
LOCAL EXCHANGE SERVICE	RECURRING		NON- RECURRING		
Business 1 Party	19.50%		19.50%		NA
Business - Multi-Line	19.50%		19.50%		NA
Business Message Rate 1-Party	19.50%		19.50%		NA
Customer Operated Pay Telephone Service	19.50%		19.50%		NA
Line Amplifier	19.50%		19.50%		NA
Public Response Calling Service	19.50%		19.50%		NA
Telephone Answering and Secretarial Service	19.50%		19.50%		NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
Service Connections, Move and Changes	19.50%		19.50%		NA
EXPANDED LOCAL CALLING					
Mandatory Extend Local Calling	19.50%		19.50%		NA
Basehor Optional Calling Area	19.50%		19.50%		NA
MetroPlus	19.50%		19.50%		NA
VERTICAL SERVICES					
Auto Redial	30.50%		30.50%		NA
Call Blocker	30.50%		30.50%		NA
Call Forwarding	30.50%		30.50%		NA
Call Forwarding - Busy Line	30.50%		30.50%		NA
Call Forwarding - Busy Line/Don't Answer	30.50%		30.50%		NA
Call Forwarding - Don't Answer	30.50%		30.50%		NA
Call Return	30.50%		30.50%		NA
Call Trace	30.50%		30.50%		NA
Call Waiting	30.50%		30.50%		NA
Calling Name	30.50%		30.50%		NA
Calling Number	30.50%		30.50%		NA
Personalized Ring (1 dependent number)	30.50%		30.50%		NA
Personalized Ring (2 dependent numbers - 1st number)	30.50%		30.50%		NA
Personalized Ring (2 dependent numbers - 2nd number)	30.50%		30.50%		NA
Priority Call	30.50%		30.50%		NA
Remote Access to Call Forwarding	30.50%		30.50%		NA
Selective Call Forwarding	30.50%		30.50%		NA
Simultaneous Call Forwarding	30.50%		30.50%		NA
Speed Calling	30.50%		30.50%		NA
Three Way Calling	30.50%		30.50%		NA
DID					
DID (First Block of 100 - Category 1)	19.50%		19.50%		NA
DID (First Block of 10 - Category 1)	19.50%		19.50%		NA
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.50%		19.50%		NA
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.50%		19.50%		NA
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.50%		19.50%		NA
DID (with Multifrequency)	19.50%		19.50%		NA
DID (with Dual-Tone Multifrequency)	19.50%		19.50%		NA
DID (1st 10 Trunks or access lines)	19.50%		19.50%		NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
DID (11th thru 50th trunk or network access line)	19.50%		19.50%		NA
DID (51st trunk or network access line)	19.50%		19.50%		NA
TRUNKS					
Analog Trunks	19.50%		19.50%		NA
Hotel/Motel Trunks	19.50%		19.50%		NA
Digital Trunks	19.50%		19.50%		NA
AIN					
Area Wide Networking	19.50%		19.50%		NA
Caller Intellidata	19.50%		19.50%		NA
Disaster Routing Service	19.50%		19.50%		NA
Intelligent Redirectsm	19.50%		19.50%		NA
Positive ID	19.50%		19.50%		NA
OTHER					
Bundled Telecommunications Services (e.g., the Works)	19.5%, 30.5%,17.0%		19.5%, 30.5%,17.0%		NA
Busy Out Arrangements	19.50%		19.50%		NA
Conference Telephone Service	19.50%		19.50%		NA
Customer Alerting Enablement	19.50%		19.50%		NA
Grandfathered Services	19.50%		19.50%		NA
Hot Line	19.50%		19.50%		NA
Hunting	19.50%		19.50%		NA
Improved Data Transmission	19.50%		19.50%		NA
Intercept Referral Service	19.50%		19.50%		NA
Local Operator Assistance Service	19.50%		19.50%		NA
Night Number associated with Telephone Number	19.50%		19.50%		NA
Night Number associated with a Terminal	19.50%		19.50%		NA
Promotions (Greater than 90 days)	19.50%		19.50%		NA
Preferred Number Service	19.50%		19.50%		NA
Second Line Control	19.50%		19.50%		NA
Selective Call Acceptance	19.50%		19.50%		NA
Telebranch®	19.50%		19.50%		NA
TouchTone	19.50%		19.50%		NA
Voice Dial	19.50%		19.50%		NA
Warm Line	19.50%		19.50%		NA
ISDN					
Digiline	19.50%		19.50%		NA
Select Video Plus®	19.50%		19.50%		NA
Smart Trunksm	19.50%		19.50%		NA
TOLL					

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT	Nonrecurring First	Nonrecurring Rate Additional Kansas
IntraLATA MTS	17.00%	17.00%	NA
MaxiMizer 800®	17.00%	17.00%	NA
OutWATS	17.00%	17.00%	NA
800 Service	17.00%	17.00%	NA
OPTIONAL TOLL CALLING PLANS			
1+ SAVERsm	17.00%	17.00%	NA
1+Saver Direct	17.00%	17.00%	NA
Optional Community Calling Service	17.00%	17.00%	NA
PLEXAR®			
Plexar I®	19.50%	19.50%	NA
Plexar II®	19.50%	19.50%	NA
Plexar Custom®	19.50%	19.50%	NA
PRIVATE LINE			
Analog Private Lines	19.50%	19.50%	NA
Announcement Distribution Services	19.50%	19.50%	NA
Foreign Exchange Service	19.50%	19.50%	NA
Foreign Serving Office	19.50%	19.50%	NA
Frame Relay	19.50%	19.50%	NA
Group Alerting Services	19.50%	19.50%	NA
MicroLink I®	19.50%	19.50%	NA
MicroLink II®	19.50%	19.50%	NA
MultiPoint Video	19.50%	19.50%	NA
Network Reconfiguration Service	19.50%	19.50%	NA
Public Response Calling Service	19.50%	19.50%	NA
Service Loop Facility Modification Service	19.50%	19.50%	NA
RESALE DISCOUNTS			
Residence	RECURRING	NON-RECURRING	
LOCAL EXCHANGE SERVICE			
Life Line and Link Up America Services	19.50%	19.50%	NA
Residence 1 Party	19.50%	19.50%	NA
Residence Measured	19.50%	19.50%	NA
Residence Flat Rate Trunks	19.50%	19.50%	NA
Urban Mileage	19.50%	19.50%	NA
Service Connections, Move and Changes	19.50%	19.50%	NA
EXPANDED LOCAL CALLING			
Mandatory Extend Local Calling	19.50%	19.50%	NA
Basehor Optional Calling Area	19.50%	19.50%	NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT	Nonrecurring First	Nonrecurring Rate Additional Kansas
MetroPlus	19.50%	19.50%	NA
VERTICAL SERVICES			
Auto Redial	30.50%	30.50%	NA
Call Blocker	30.50%	30.50%	NA
Call Forwarding	30.50%	30.50%	NA
Call Forwarding - Busy Line	30.50%	30.50%	NA
Call Forwarding - Busy Line/Don't Answer	30.50%	30.50%	NA
Call Forwarding - Don't Answer	30.50%	30.50%	NA
Call Return	30.50%	30.50%	NA
Call Trace	30.50%	30.50%	NA
Call Waiting	30.50%	30.50%	NA
Calling Name	30.50%	30.50%	NA
Calling Number	30.50%	30.50%	NA
Personalized Ring (1 dependent number)	30.50%	30.50%	NA
Personalized Ring (2 dependent numbers - 1st number)	30.50%	30.50%	NA
Personalized Ring (2 dependent numbers - 2nd number)	30.50%	30.50%	NA
Priority Call	30.50%	30.50%	NA
Remote Access to Call Forwarding	30.50%	30.50%	NA
Selective Call Forwarding	30.50%	30.50%	NA
Simultaneous Call Forwarding	30.50%	30.50%	NA
Speed Calling	30.50%	30.50%	NA
Three Way Calling	30.50%	30.50%	NA
ISDN			
Digiline	19.50%	19.50%	NA
OTHER			
Bundled Telecommunications Services (e.g., the Works)	19.5%, 30.5%,17.0%	19.5%, 30.5%,17.0%	NA
Conference Telephone Service	19.50%	19.50%	NA
Customer Alerting Enablement	19.50%	19.50%	NA
Grandfathered Services	19.50%	19.50%	NA
Hot Line	19.50%	19.50%	NA
Improved Data Transmission	19.50%	19.50%	NA
Intercept Services	19.50%	19.50%	NA
Local Operator Assistance Service	19.50%	19.50%	NA
Promotions (Greater than 90 days)	19.50%	19.50%	NA
Preferred Number Service	19.50%	19.50%	NA
Second Line Control	19.50%	19.50%	NA
Selective Call Acceptance	19.50%	19.50%	NA
TouchTone	19.50%	19.50%	NA
Voice Dial	19.50%	19.50%	NA
Warm Line	19.50%	19.50%	NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
OTHER (Resale)					
DIRECTORY ASSISTANCE SERVICES	19.50%		19.50%		NA
Nationwide Listing Services (NLS)	19.50%		19.50%		NA
TOLL					
900 Call Restriction	17.00%		17.00%		NA
Home 800sm	17.00%		17.00%		NA
IntraLATA MTS	17.00%		17.00%		NA
OPTIONAL TOLL CALLING PLANS					
1+ SAVERsm	17.00%		17.00%		NA
1+Saver Direct	17.00%		17.00%		NA
Optional Community Calling Service	17.00%		17.00%		NA
900 Call Restriction	19.50%		19.50%		NA
Access Services	0.00%		0.00%		NA
Additional Directory Listings	19.50%		19.50%		NA
Bill Plus	5.00%		5.00%		NA
Company Initiated Suspension Service	0.00%		0.00%		NA
Connections with Terminal Equipment and Communications Equipment	0.00%		0.00%		NA
Consolidated Billing	5.00%		5.00%		NA
Construction Charges	0.00%		0.00%		NA
Customer Initiated Suspension Service	0.00%		0.00%		NA
Exchange Connection Service	0.00%		0.00%		NA
Information Delivery Service	0.00%		0.00%		NA
Intellinumber	19.50%		19.50%		NA
IntraLATA Internet Access Plan	0.00%		0.00%		NA
Maintenance of Service Charges	0.00%		0.00%		NA
Prepaid Calling Cards	17.00%		17.00%		NA
Shared Tenant Service	0.00%		0.00%		NA
Shared Use Service	0.00%		0.00%		NA
Telecommunications Service Priority Systems	0.00%		0.00%		NA
TeleKansas	0.00%		0.00%		NA
Toll Billing Exception (Billed Number Screen)	19.50%		19.50%		NA
Toll Restriction	19.50%		19.50%		NA
Wireless Carrier Interconnection Services	0.00%		0.00%		NA
Electronic Billing Information Data (daily usage) per message	\$ 0.003	*	NA		NA

SBC KANAS/XSPEDIUS COMMUNICATIONS

RESALE	RESALE DISCOUNT		Nonrecurring First		Nonrecurring Rate Additional Kansas
Local disconnect Report (LDR) Per WTN	\$ 0.10	*	NA		NA
Conversion Charges below based upon Docket 97-SCCC-149-GIT					
Simple conversion charge per billable number-manual	NA		\$ 11.25		NA
Simple conversion charge per billable number-electronic	NA		\$ 2.35		NA
Complex conversion charge per billable number-manual	NA		\$ 11.25		NA
Complex conversion charge per billable number-electronic			\$ 2.35		NA
OS/DA					
Branding - Resellers					
- Initial Load	NA		\$ 1,800.00		NA
- Subsequent Load	NA		\$ 1,800.00		NA
- Per Call	\$ 0.0250	*	NA		NA
External Rater - Resellers					
- Initial Load	NA		\$ 2,200.00		NA
- Subsequent Load	NA		\$ 1,000.00		NA

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1.0 CUSTOMIZED ROUTING OF CLEC DIRECTORY ASSISTANCE AND OPERATOR SERVICES

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC KANSAS will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 SBC KANSAS will make available to CLEC the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by CLEC customers directly to the CLEC Directory Assistance and Operator Services platform. If the KS-CC rules or the Parties agree that CLEC is entitled to IntraLATA toll on resale services and/or unbundled switch elements, SBC KANSAS agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that SBC KANSAS delivers to CLEC with the required signaling and data, CLEC will complete the call.
- 1.3 SBC KANSAS is free to choose the methodology deployed in SBC KANSAS' network to perform customized routing of Directory Assistance and Operator Services.
- 1.4 SBC KANSAS will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.5 SBC KANSAS will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.6 The Parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC KANSAS' operator and request the assistance of a supervisor as is done by SBC KANSAS' operators.
- 1.7 SBC KANSAS will provide the functionality and features within its LS to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, SBC KANSAS will provide post-dial delay at least equal to that provided by SBC KANSAS for its end user customers.
- 1.8 SBC KANSAS will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, ii digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.9 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SBC KANSAS customers dial for reaching equivalent SBC KANSAS services.

2.0 OPERATOR SERVICES BUSY LINE VERIFICATION/EMERGENCY INTERRUPT

- 2.1 SBC KANSAS will provide access to Operator Services Busy Line Verification/Emergency Interrupt (BLV/EI) for Resale services. Such access will be performed by the SBC KANSAS operator upon receipt of a request from a CLEC operator. SBC KANSAS will meet the same performance results for CLEC customer requests as it does for SBC KANSAS customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SBC KANSAS will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from the date of

the Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SBC KANSAS will not be able to separate CLEC and SBC KANSAS results.

3.0 RATES

- 3.1 The prices, terms and conditions for the provision of customized routing are contained in the Appendix Pricing, Schedule of Prices.

APPENDIX DA-RESALE

SBC KANSAS-PROVIDED DIRECTORY ASSISTANCE SERVICE

This Appendix DA-Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC KANSAS agrees to provide Directory Assistance Service (DA Service) for CLEC, but only upon CLEC's request therefore.

1.0 SERVICE

- 1.1 DA Service consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SBC KANSAS methods and practices or as subsequently modified, for the home NPA and/or local/intraLATA serving area, where available, to CLEC's retail end users who dial 411, 1/0+411, 555-1212, 1/0+555-1212 or 1/0+NPA-555-1212 or other dialing arrangement.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SBC KANSAS completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC KANSAS will provide DACC to CLEC's customers for local and intrastate intraLATA calls. In the event and to the extent that SBC KANSAS provides DACC service to its own customers for interstate intraLATA calls, it will provide such service to CLEC's customers.
- 1.3 SBC KANSAS agrees to provide DACC only in areas where SBC KANSAS can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC KANSAS' switch and where CLEC obtains DA service from SBC KANSAS.

2.0 DIRECTORY ASSISTANCE SERVICES AND DEFINITIONS. SBC KANSAS WILL PROVIDE THE FOLLOWING DA SERVICES:

- 2.1 Local Directory Assistance. Consists of providing published name, address and telephone number in the local calling area to the dialing end user.
- 2.2 Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 2.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
- 2.5 Business Category Search (BCS). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 2.6 Emergency Nonpub Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party.
- 2.7 Non-List Telephone Number (also known as DA Only 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 SBC KANSAS DA Operator.
- 2.8 Non-Published Number. A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC KANSAS DA Operator.

- 2.9 Published Number. A telephone number that is published in a telephone directory and is available upon request by calling a SBC KANSAS DA Operator.
- 2.10 IntraLATA Home NPA (HNPA). Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.11 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.

3.0 CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION

- 3.1 Call Branding is the process by which an Operator, either live or recorded, may identify the DA provider as being CLEC audibly and distinctly to the CLEC retail end user at the beginning of each DA call. CLEC will provide SBC KANSAS with the specific branding phrase to be used to identify CLEC. For CLECs electing to purchase Directory Assistance service from SBC KANSAS, the CLEC may request either that SBC KANSAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). The Non-Recurring charges for loading the branded or silent announcement are set forth in the Appendix Pricing, Schedule of Prices.
- 3.2 SBC KANSAS Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users. The SBC KANSAS DA Operators shall quote CLEC's retail OS/DA rates provided in the "Rate/Reference" input from the CLEC. If further inquiries are made about rates, billing and/or other "business office" questions, SBC KANSAS' OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also in the "Rate/Reference" input from the CLEC). In all cases the rates and business office references quoted to the customer and those applied to the call will be CLEC's, and not SBC KANSAS. The Non-Recurring charges for loading the Rate/Reference inputs from CLEC are set forth in the Appendix Pricing, Schedule of Prices.

4.0 RESPONSIBILITIES OF SBC KANSAS

- 4.1 SBC KANSAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC KANSAS.
- 4.2 SBC KANSAS will provide and maintain its own equipment to furnish DA Services, including equipment necessary for routing calls and signals to the SBC KANSAS serving office.
- 4.3 SBC KANSAS will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC KANSAS' current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to SBC KANSAS end users, as documented in SBC KANSAS' tariffs, including permitting multiple end user queries per directory assistance call, where applicable.
- 4.4 SBC KANSAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or NPA+555-1212.
- 4.5 SBC KANSAS will include current CLEC customer listing information in SBC KANSAS' DA database.

5.0 PRICING

- 5.1 Rates to be charged to CLEC by SBC KANSAS for the DA Services provided pursuant to this Appendix are set forth in the Appendix Pricing, Schedule of Prices. Where SBC KANSAS affords customers making calls to DA a monthly free call allowance, SBC KANSAS will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.

6.0 LIABILITY

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

7.0 TERM OF APPENDIX

- 7.1 This Attachment will continue in force for the length of the Interconnection Agreement, but may be cancelled after no less than twelve (12) months of provision of service by SBC KANSAS. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC KANSAS' DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC KANSAS DA services upon one hundred-twenty (120) days advance written notice to SBC KANSAS.
- 7.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC KANSAS, within thirty (30) days of the issuance of any bills by SBC KANSAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC KANSAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty (120) days notice, termination charges are not applicable.

APPENDIX OS-RESALE

SBC KANSAS-PROVIDED LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC KANSAS agrees to provide local and intraLATA operator services (Operator Services) for CLEC, but only upon CLEC's request therefore. This Appendix applies only to operator assistance services provided within a LATA.

1.0 SBC KANSAS WILL PROVIDE THE FOLLOWING THREE TIERS OF OPERATOR SERVICES:

- 1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of an SBC KANSAS Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SBC KANSAS has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2.0 SBC KANSAS WILL PROVIDE TO CLEC THE CALL TYPES IN SECTIONS 3.0 THROUGH 8.0 BELOW:

3.0 FULLY AUTOMATED COLLECT AND BILL TO THIRD NUMBER SERVICE - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:

- 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
- 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
- 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 3.4 Fully Automated Calling Card Service - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix is one for which SBC KANSAS can perform billing validation.

4.0 SEMI-AUTOMATED STATION-TO-STATION - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.

- 5.0 SEMI-AUTOMATED PERSON-TO PERSON** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:
- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
 - 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 OPERATOR HANDLED STATION-TO-STATION** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 7.0 OPERATOR HANDLED PERSON-TO-PERSON** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 8.0 OPERATOR TRANSFER SERVICE** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC KANSAS' Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 9.0 CALL BRANDING** - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC's audibly and distinctly to the CLEC retail end user at the beginning of each OS call. In all cases, SBC KANSAS will brand OS call in CLEC's name. CLEC may request either that SBC KANSAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.
- 9.1 CLEC will provide SBC KANSAS with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC or brand in silence at the CLECs request. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services.
 - 9.2 SBC KANSAS Operator Services operators will provide Operator Services Rate Information upon request to CLEC's end users.
- 10.0 OTHER OPERATOR ASSISTANCE SERVICES**
- 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
 - 10.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.
 - 10.3 Handling of Emergency Calls to Operator - SBC KANSAS agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that SBC KANSAS processes the same type of call for a SBC KANSAS end user customer.
 - 10.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

- 10.5 Reference/Rater Information - are SBC KANSAS' databases referenced by an SBC KANSAS Operator for CLEC OS specific information as provided by the CLEC such as its business office, repair and OS rates.

11.0 RESPONSIBILITIES OF THE PARTIES

- 11.1 SBC KANSAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.
- 11.2 Facilities necessary for SBC KANSAS to provide Operator Services to CLEC will be provided by SBC KANSAS using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 11.3 CLEC will furnish all records required by SBC KANSAS to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SBC KANSAS. CLEC will provide the initial data by a date mutually agreed to between CLEC and SBC KANSAS. CLEC will keep this data current using procedures mutually agreed to by CLEC and SBC KANSAS. CLEC will provide all data and changes to SBC KANSAS in the mutually agreed to format(s).
- 11.4 SBC KANSAS will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement as necessary for CLEC to verify traffic volumes and bill its end users.

12.0 METHODS AND PRACTICES

- 12.1 SBC KANSAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC KANSAS at the time the call is made, unless otherwise agreed in writing by both Parties.

13.0 PRICING

- 13.1 Rates to be charged to CLEC by SBC KANSAS for the Operator Services provided pursuant to this Appendix are set forth elsewhere in this Agreement.

14.0 LIABILITY

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

15.0 OPERATOR SERVICE (OS) REFERENCE/RATER INFORMATION

- 15.1 For SBC KANSAS' TOPs switches that serve the exchanges where CLEC elects to purchase Operator Services, CLEC must provide CLEC Rate/Reference Information to SBC.
- 15.2 When an SBC KANSAS Operator receives a rate request from a CLEC retail end user, where technically feasible and available, SBC KANSAS will quote the applicable OS rates as provided by the CLEC.
- 15.3 CLEC must furnish OS Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC KANSAS a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC retail end user and those applied to the call will be the CLEC's.
- 15.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for OS service (Custom Rates), or elect to duplicate the SBC KANSAS' OS rates in effect at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or SBC KANSAS Mirrored Rates, such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the SBC KANSAS Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if SBC KANSAS changes its rates, SBC KANSAS will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 15.5 below.

- 15.5 If CLEC utilizes Custom Rates and/or Mirror Rates, CLEC will inform SBC KANSAS, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC KANSAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 15.6 An initial non-recurring charge will apply per state, per OCN, per TOPs switch for loading of CLEC's Custom or Mirrored OS Rate/Reference information. An additional non-recurring charge will apply per state, per OCN, per TOPs switch for each subsequent change to either the CLEC's Custom or Mirrored OS Rate or Reference information.

16.0 TERMS OF ATTACHMENT

- 16.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC KANSAS OS services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC KANSAS DA services upon one hundred-twenty (120) days advance written notice to SBC KANSAS.
- 16.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC KANSAS, within thirty (30) days of the issuance of any bills by SBC KANSAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC KANSAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

APPENDIX WHITE PAGES (WP) – RESALE

This Appendix White Pages - Resale (WP-Resale) to Attachment 1: Resale, sets forth SBC KANSAS' and CLEC's agreement to the following terms and conditions for the inclusion of CLEC Customer information associated with Resale services in the White Pages directories:

1.0 INTRODUCTION

- 1.1 SBC KANSAS publishes White Pages directories for geographic local service areas in which CLEC also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC KANSAS White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.
- 1.3 SBC KANSAS will make available to CLEC, for these CLEC customers, non-discriminatory access to White Pages directory listings (Directory Listings), as described in Section 2.0 of this Attachment.

2.0 SERVICE PROVIDED

- 2.1 SBC KANSAS will use the practices and procedures and the rules and regulations applicable to its provision of White Pages directories on a nondiscriminatory basis. SBC KANSAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC customers (other than non-published or non-list Customers) located within the local directory area. When CLEC provides its subscriber listing information to SBC KANSAS' listings database, CLEC will receive for its end user, one primary listing in SBC KANSAS' White Pages directory and a listing in SBC KANSAS' directory assistance database.
- 2.2 CLEC will furnish to SBC KANSAS subscriber listing information pertaining to CLEC customers located within the SBC KANSAS local directory area, along with such additional information as SBC KANSAS may require to prepare and print the alphabetical listings of said directory. SBC KANSAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures and ordering instructions provided via the CLEC Online website. CLEC agrees to submit listing information via the mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC retail end users. SBC KANSAS shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.
- 2.3 SBC KANSAS will include the listing information for CLEC's customers for Resale services in SBC KANSAS' White Pages directory database in the same manner as it includes listing information for SBC KANSAS' end user customers.
- 2.4 SBC KANSAS will provide, via the SBC CLEC Online web site, the directory listing criteria, methods, procedures and ordering information to CLEC for White Pages listings and will provide changes to such criteria not later than thirty (30) days in advance of such changes becoming effective. This information will include, but not be limited to:
 - 2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);
 - 2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available.
- 2.5 Intentionally Left Blank

- 2.6 Publication schedules for the White Pages: CLEC can access via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC KANSAS will provide directory schedule updates, including the directory schedule for a new calendar year, not later than thirty (30) calendar days prior such changes becoming effective.
- 2.7 CLEC's subscriber listings are to be interfiled (interspersed) with SBC KANSAS' and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.8 SBC KANSAS will deliver SBC KANSAS' White Pages directory to CLEC's end users at no charge in the same manner and at the same time that they are delivered to SBC KANSAS' subscribers during the annual delivery of newly published directories.
- 2.9 SBC KANSAS has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's end users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC KANSAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.10 At its option, CLEC may purchase one (1) information pages (Customer Guide Pages) in the informational section of the SBC KANSAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC KANSAS information pages. CLEC will provide to SBC KANSAS, sixty (60) days prior to the directory close date, the information page(s) in camera ready format. SBC KANSAS will have the right to approve, and, with CLEC's agreement, SBC KANSAS may, but is not required to, revise the format and content of such information page(s). See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.11 SBC KANSAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be minimum size of 4 column directories = 1 1/2" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the Local Service Alternatives section of the directory. In order to have such information published sixty (60) calendar days prior to directory close date, CLEC will provide SBC KANSAS the information to be published on the information page according to the instructions provided on SBC CLEC Online website (CLEC will be limited to a maximum of one representation of the "index type" information box in any single edition of a SBC KANSAS White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).
- 2.12 SBC KANSAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC KANSAS will provide daily electronic directory listing verification via SBC KANSAS' White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully processed on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.13 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC KANSAS will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC KANSAS will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.14 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC KANSAS will provide CLEC, upon request, a CLEC specific directory listing verification list. This verification list shall contain only CLEC's end users and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will make its request for this verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. CLEC will review this electronic verification list and will submit any necessary additions, deletions or

modifications to SBC KANSAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC KANSAS Business Office Close date for that directory, provided that SBC KANSAS made the electronic verification list available to CLEC in a timely manner as specified above.

3.0 OWNERSHIP AND USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 Subscriber listing information for Resale services, maintained in SBC KANSAS' White Page database including listings of CLEC Customers, is and will remain the property of SBC KANSAS. SBC KANSAS may provide to Third Parties such subscriber listing information that includes CLEC Customers. Nothing in this Section is intended to preclude CLEC's independent development of subscriber listing information and provision of the same to Third Parties.

4.0 RATES

- 4.1 Rates associated with this Attachment are in the EXHIBIT B LIST OF SBC KANSAS' OTHER SERVICES AVAILABLE FOR RESALE and Appendix Pricing, Schedule of Prices.
- 4.2 CLEC may purchase non-published, non-listed, foreign, enhanced or other listings in addition to the primary listing on a per listing basis and will pay SBC KANSAS amounts attributable to such listings used by its customers in accordance with the applicable SBC KANSAS tariff.

ATTACHMENT 2: MANUAL ORDERING AND PROVISIONING - RESALE

1.0 GENERAL REQUIREMENTS

- 1.1 Except as provided in Attachment 27: Operations Support System (OSS) SBC KANSAS will provide pre-order, ordering and provisioning services for manually submitted orders, conversion orders and/or manual migration orders associated with SBC KANSAS' Resale services under the Agreement pursuant to the requirements set forth in this Attachment.
- 1.2 For all Resale services ordered and submitted manually under the Agreement, SBC KANSAS will provide pre-order, ordering and provisioning services in parity to the services SBC KANSAS provides to its customers.
- 1.3 SBC KANSAS will, and CLEC may, participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for manual processing of pre-order to use the most current version of SBC KANSAS' (LSPOR) and for, ordering and provisioning to utilize the pursuant to the most current version of SBC KANSAS' Local Service Pre-Ordering Requirements (LSOR).
- 1.4 Neither Party waives any of its rights as participants in such forums in the implementation of the standards.
- 1.5 SBC KANSAS agrees to provide, the pre-service ordering information (i.e., address verification, telephone number assignment, and Customer Service Record information (CSR) in English, USOC and FID format subject to the most current version of the Local Service Pre-Ordering Requirements (SBC KANSAS' LSPOR) and the terms and conditions as set forth in Attachment Resale.
- 1.6 Pre-order, Ordering and Provisioning requests for Manual Migration and/or Conversion of Resale Services provided by SBC KANSAS to the CLEC, where the CLEC is not utilizing an electronic OSS interface, will be transmitted via facsimile to the CLEC's Local Service Center (LSC). In coordinating conversions or migrations, SBC KANSAS' LSC will respond to the CLEC's calls with the same level of service in which SBC KANSAS provides to its local exchange Customers.
- 1.7 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to that Party's LSC or equivalent) between 8:00 A.M. C.S.T. to 5:30 P.M., C.S.T., Monday through Friday (except holidays).
- 1.8 SBC KANSAS will respond to emergency requests for after hours provisioning via the Local Ordering Center (LOC), 24 hrs/day, 7 days a week. SBC KANSAS will provide ordering, provisioning and migration services for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through its LSC or LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC KANSAS provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 A.M. to 5:30 P.M.) ordering, provisioning and migration services. For each request SBC KANSAS will quote, within one (1) business day of the request, a cost-based rate for the number of hours and material estimated for such services. If CLEC accepts SBC KANSAS' quote, SBC KANSAS will perform such services to the Requesting Party in the same manner as it does for itself and will bill CLEC the Requesting Party for the actual hours worked and material used.
- 1.9 SBC KANSAS will provide CLEC with the same provisioning intervals and procedures for design and complex services that it provides to its customers end users.
- 1.10 SBC KANSAS will provide a Layout Record Cards for designed or complex Resale services, upon request by the CLEC.
- 1.11 SBC KANSAS will provide to CLEC advanced information on the details and requirements for planning and implementation of NPA splits within its servicing area.
- 1.12 SBC KANSAS will provide a subset of the Street Address Guide (SAG), which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch via CDROM, its website or other mutually agreed upon methods.

- 1.13 Each Party will train its employees who have contact with the other Party or any other LSP not to discriminate or disparage against any LSP or LSP customer, including the Parties to this Agreement.
- 1.14 SBC will, and CLEC may, participate in the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact the daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.
- 1.15 SBC KANSAS and CLEC will work cooperatively regarding fraud and service annoyance call handling.
- 1.16 All misdirected calls from CLEC's customers will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that CLEC customers become identifiable, such customer will be directed to call CLEC at a designated 800 number. CLEC and SBC KANSAS will agree on the scripts to be used for this purpose.
- 1.17 SBC KANSAS' LSC or equivalent will provide coordination support for all designed and/or complex Resale services provided to CLEC. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 1.18 SBC KANSAS will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SBC KANSAS 9-1-1 database for customers served by CLEC through resale. CLEC may request that electronic compare files be provided for all of CLEC's resale customer accounts in Kansas (sorted by NPA), or by specific NPA. At CLEC's option, SBC KANSAS will provide the electronic compare file on diskette or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SBC KANSAS within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SBC KANSAS via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the Parties.

2.0 PRE-ORDER AND ORDERING REQUIREMENTS

- 2.1 SBC KANSAS will provide to CLEC a Firm Order Confirmation (FOC), service completion, and other provisioning data and information.
- 2.2 Absent KS-CC ruling on migration activity. For migration activity, in response to a CLEC's CSR (Customer Service Request) SBC KANSAS will provide end user information, including end user name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the end user is provisioned. Also, SBC KANSAS will:
 - 2.2.1 Identify features and services to which the customer subscribes. CLEC agrees that its representatives will not access the information specified in this Subsection unless CLEC has obtained an authorization for release of CPNI;
 - 2.2.2 Assign a telephone number (if the customer does not have one assigned). Reservation and aging of these numbers remain SBC KANSAS' responsibility;
 - 2.2.3 Perform address verification;
 - 2.2.4 Determine if a service call is needed to install the line or service;
 - 2.2.5 Provide service availability dates to the customer;
 - 2.2.6 Provide information regarding the dispatch/installation schedule, if applicable; and
 - 2.2.7 Provide PIC options for intraLATA toll and interLATA toll.
- 2.3 All CSR data exchanged must include English, USOC and FID format.

3.0 ORDERING REQUIREMENTS

- 3.1 Pursuant to Attachment 1 Resale and upon CLEC's request through a non-vacation Suspend/Restore order, SBC KANSAS will suspend or restore the functionality of any applicable Resale service, where technically feasible and in parity with SBC KANSAS' customers.
- 3.2 For the purposes of CLEC's ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the Customer on the SBC KANSAS without regard to the identity of that customer's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in Appendix Pricing, Schedule of Prices.
- 3.3 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same customer premises to which a residential line is currently provided on SBC KANSAS' network, without regard to the identity of that Customer's non-facilities based local service provider of record.
- 3.4 When a CLEC Customer converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in the Pricing Schedule and are applied per billable telephone number.
- 3.5 SBC KANSAS will provide to CLEC the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SBC KANSAS provides such blocking capabilities to its customer sand to the extent required by law.
- 3.6 When ordering a Resale service, CLEC may order from SBC KANSAS separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order as discussed in Attachment 1, Resale. SBC KANSAS will accept PIC change orders for intraLATA toll and long distance services.
- 3.7 When CLEC submits migration orders for a Resale service, all pre- assigned trunk or telephone numbers currently associated with that service will be retained without loss of switch feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 3.8 When SBC KANSAS converts a CLEC customer's existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Pricing Schedule; no wholesale discount is available for the non-recurring service order charges for those services listed in Pricing Schedule under the heading "OTHER (Resale)."
- 3.9 SBC KANSAS will provide standard provisioning intervals for all Resale services.
- 3.10 SBC KANSAS will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. SBC KANSAS will use a mechanized process to ensure that SBC KANSAS' directory listing, 911 and LIDB information for the customer is not deleted during the process of converting that customer to resold service provided by a CLEC.

4.0 PROVISIONING REQUIREMENTS

- 4.1 Except in the event of the migration of a customer's service, only the provider of record can make changes to that customer's service.

- 4.2 Upon request from CLEC, SBC KANSAS will provide an intercept referral message that includes any new telephone number of a CLEC customer for the same period of time that SBC KANSAS provides such messages for its own customers. CLEC and SBC KANSAS will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SBC KANSAS for its own customers.
- 4.3 SBC KANSAS will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple Working Telephone Numbers (WTNs) may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, Due Date (DD), Service Order number.
- 4.4 Upon work completion, SBC KANSAS will provide CLEC an SOC (Service Order Completion) notice via facsimile or other mutually agreed upon method.
- 4.5 Where available, SBC KANSAS will perform pre-testing for support of Complex Resale Services and will, upon request, provide all test and turn up results in support of said pre-testing via facsimile or as mutually agreed upon by the Parties.
- 4.6 As soon as identified, SBC KANSAS will provide CLEC any reject error notifications via facsimile or other method agreed upon by the Parties.
- 4.7 When available, SBC KANSAS will provide CLEC notice when SBC KANSAS' committed Due Date (DD) is in jeopardy of not being met by SBC KANSAS on any Resale service via facsimile or other method as mutually agreed upon by the Parties. When available, SBC KANSAS will concurrently provide the revised DD via facsimile or other method as agreed upon by the Parties.
- 4.8 When a SBC KANSAS employee visits the premises of a CLEC customer, the SBC KANSAS employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SBC KANSAS was on their premises acting on behalf of their local service provider.
- 4.9 SBC KANSAS technicians will direct CLEC customer to contact their local service provider if a CLEC customer requests a change in service at the time of installation.
- 4.10 SBC KANSAS will provide via facsimile or as otherwise agreed upon by the Parties, notification of any additional charges, including but not limited to, labor, expedited charges, engineering and proprietary requests associated with a given service. SBC KANSAS will provide via facsimile, or as otherwise agreed upon by the Parties, notification of any additional charges associated with a given service including required construction charges for a given service. When construction is involved, SBC KANSAS will obtain the CLEC's approval prior to commencing construction under a CLEC's order for such service. Rates associated with this Section will be applied in parity to SBC KANSAS' Resale tariffs, or as mutually agreed to by the Parties.

5.0 ORDER FORMAT AND DATA ELEMENTS FOR RESALE SERVICE

- 5.1 When ordering Resale services, CLEC will use SBC KANSAS' most current version of the LSOR.
- 5.2 Order format specifications for all migration and/or conversion of Resale services available to be ordered and all end user data required will be made available by SBC KANSAS to the CLEC, pursuant to SBC KANSAS' most current version of the SBC KANSAS LSOR, which will be made available via the SBC KANSAS website or as otherwise mutually agreed upon by the Parties.
- 5.3 Appropriate ordering and provisioning codes to be used for each Resale services available to be ordered will be made available by SBC KANSAS to CLEC, pursuant to the SBC KANSAS' most current version of the SBC KANSAS LSOR, which will be made available via the SBC KANSAS website or as otherwise mutually agreed upon by the Parties.

6.0 ORDER DUE DATE

- 6.1 When CLEC places an order, SBC KANSAS will specify a Desired Due Date (DDD) and SBC KANSAS will specify a due date (DD) based on the available intervals. In the event SBC KANSAS DD is less than the standard interval, the service order will be assigned a DD using the applicable interval. Rates associated with a change in an order DD are identified in the Appendix Pricing, Schedule of Prices.
- 6.2 If expedited service is requested, CLEC will populate the Expedite and Expedite Reason on the request. SBC KANSAS will contact the CLEC and the Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order. Rates for expedited DDs and changes to the expedited DDs will apply as reflected in SBC KANSAS' Appendix Pricing, Schedule of Prices labeled "Service Order Charges Unbundled Element Expedited." SBC KANSAS will not complete the order prior to the DD or later than the DD unless authorized by the CLEC.

7.0 INTENTIONALLY LEFT BLANK

8.0 CHARGING FOR PROCESSING OF REQUESTS FOR RESOLD SERVICES

- 8.1 When a CLEC customer subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing, Schedule of Prices. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 8.2 When CLEC converts a customer's existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing, Schedule of Prices under the heading "Resale"; no wholesale discount is available for the non-recurring service order charges for those services listed in Pricing Schedule under the heading "OTHER (Resale)."

ATTACHMENT 3: MAINTENANCE - RESALE

1.0 GENERAL REQUIREMENTS

- 1.1 SBC KANSAS will provide repair, maintenance and testing, for all Resale services in accordance with the terms and conditions of this Attachment.

2.0 MAINTENANCE REQUIREMENTS

- 2.1 SBC KANSAS will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by SBC KANSAS in serving its customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

3.0 REPAIR SERVICE RESPONSE

- 3.1 SBC KANSAS' technicians will provide repair service that is at least equal in quality to that provided to SBC KANSAS' customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC KANSAS' customers. CLEC and SBC KANSAS agree to use the severity and priority restoration guidelines set forth in SBC KANSAS MMP 94-08-001 dated April 1996, and as subsequently modified.

4.0 INTERCOMPANY COMMUNICATIONS

- 4.1 SBC KANSAS Event Notification Process, a Network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by the Network Management Service Center ("NMSC") will utilize the CLEC's Network Management Center ("NMC") or other CLEC identified contacts listed in the "SBC13-STATE CLEC Profile" (Section 7, Contact Names) as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting a CLEC Customer. Notification will be sent via e-mail, as designated in the CLEC Profile. The CLEC Customer Network Service Center ("CNSC") or the CLEC NMC may call the SBC KANSAS Local Operation Center (LOC) in order to discuss scheduled activities that may impact CLEC Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

5.0 EMERGENCY RESTORATION

- 5.1 SBC KANSAS NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC.
- 5.1.1 Establishment of the SBC KANSAS LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process.
- 5.1.2 Methods and procedures for reprovisioning of all Resale services after initial restoration. SBC KANSAS agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SBC KANSAS TSP services for restoration. SBC KANSAS will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

6.0 MISDIRECTED REPAIR CALLS

- 6.1 All misdirected repair calls to SBC KANSAS from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC KANSAS will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC KANSAS' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a

reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC KANSAS customers to a SBC KANSAS designated number.

7.0 REPAIR PROCEDURES

7.1 SBC KANSAS agrees to the following:

- 7.1.1 The SBC KANSAS LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number) 24 hours per day, seven (7) days a week.
- 7.1.2 While in manual mode operation, SBC KANSAS will provide CLEC "estimated time to restore." Upon request, SBC KANSAS' LOC will provide CLEC status of missed repair commitments. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, additional status will be provided at the CLEC's request. The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. See Attachment 27 OSS for any electronic processing. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to CLEC CNSC by 8 a.m. Central Time Zone) or another agreed upon method and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 7.1.3 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC CNMC within one (1) hour.
- 7.1.4 Performance measurements will be measured and reported to CLEC. The CLEC may request service improvement meetings with SBC KANSAS if the quality of service provided to CLEC customers based on these measurements is less than that provided to SBC KANSAS customers. See Attachment 17 Performance Measurements.
- 7.1.5 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

8.0 ESCALATION PROCEDURES

- 8.1 SBC KANSAS will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SBC KANSAS management personnel who are responsible for maintenance issues. CLEC acknowledges that LOC escalation contact list found on CLEC Online meets the requirements of this Section.

9.0 PREMISES VISIT PROCEDURES

- 9.1 SBC KANSAS Maintenance of Service Charges, when applicable, will be billed by SBC KANSAS to CLEC, and not to CLEC's customers.
- 9.1.1 Dispatching of SBC KANSAS technicians to CLEC Customer premises shall be accomplished by SBC KANSAS pursuant to a request received from CLEC. Additionally, dispatching of SBC KANSAS technicians may occur when SBC KANSAS detects network trouble during routine maintenance.
- 9.1.2 When a SBC KANSAS employee visits the premises of a CLEC local customer, the SBC KANSAS employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SBC KANSAS was on their premises acting on behalf of their local service provider.
- 9.1.3 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SBC KANSAS technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call their local service provider for rescheduling of repair.

10.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

- 10.1 SBC KANSAS will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.

11.0 MLT TESTING

- 11.1 SBC KANSAS agrees to provide access to MLT testing to allow CLEC to test its end user lines for resold SBC KANSAS' services. SBC KANSAS will make MLT testing functionality available through SBC KANSAS' Toolbar Trouble Administration to allow CLEC to test its end-user lines for resold SBC KANSAS' POTS services.

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE

1.0 GENERAL

This Attachment 4: Connectivity Billing-Resale describes the requirements for SBC KANSAS to bill all charges CLEC incurs for purchasing Resale services.

2.0 BILLABLE INFORMATION AND CHARGES

- 2.1 In accordance with this Agreement, SBC KANSAS will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SBC KANSAS (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SBC KANSAS will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.
- 2.2 SBC KANSAS will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SBC KANSAS to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SBC KANSAS to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.
- 2.5 SBC KANSAS will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

3.0 ISSUANCE OF CONNECTIVITY BILLS - GENERAL

- 3.1 SBC KANSAS will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SBC KANSAS will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar day's written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.

- 3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SBC KANSAS a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SBC KANSAS reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at SBC KANSAS' sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4.0 ELECTRONIC TRANSMISSIONS

- 4.1 SBC KANSAS will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SBC KANSAS' Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SBC KANSAS has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SBC KANSAS and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 TAPE OR PAPER TRANSMISSIONS

- 5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SBC KANSAS). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO CLEC:

<u>Tape Transmissions via U.S. Mail:</u>	<u>CLEC Tape or Paper Person name, title</u> <u>CLEC Legal Name</u> <u>Address</u> <u>City, State, Zip</u>
<u>Tape Transmissions via Overnight Delivery:</u>	<u>CLEC Tape or Paper Person name, title</u> <u>CLEC Legal Name</u> <u>Address</u> <u>City, State, Zip</u>
<u>Paper Transmissions via U.S. Mail:</u>	<u>CLEC Tape or Paper Person name, title</u> <u>CLEC Legal Name</u> <u>Address</u> <u>City, State, Zip</u>

<u>Paper Transmissions via Overnight Delivery:</u>	<u>CLEC Tape or Paper Person name, title</u> <u>CLEC Legal Name</u> <u>Address</u> <u>City, State, Zip</u>
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The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 TESTING REQUIREMENTS

- 6.1 At least ninety (90) days prior to SBC KANSAS sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SBC KANSAS will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SBC KANSAS meets mutually agreed testing specifications, SBC KANSAS may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 ADDITIONAL REQUIREMENTS

- 7.1 SBC KANSAS agrees that if it transmits data to CLEC in a mechanized format, SBC KANSAS will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:
- a) The BAN shall not contain embedded spaces or low values;
 - b) The Bill Date shall not contain spaces or non-numeric values;
 - c) Each Connectivity Bill must contain at least one detail record;
 - d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 BILL ACCURACY CERTIFICATION

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SBC KANSAS will be responsible for transmitting SBC KANSAS will develop the processes and methodologies required for Resale services bill certification.

9.0 PAYMENT OF CHARGES

- 9.1 Payment shall be subject to the terms of the General Terms and Conditions of this Agreement.

10.0 EXAMINATION OF RECORDS

- 10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives may examine SBC KANSAS' documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1.0 INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions for SBC KANSAS' provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by SBC KANSAS to CLEC when CLEC purchases Resale services from SBC KANSAS.

2.0 GENERAL REQUIREMENTS FOR USAGE DATA

- 2.1 SBC KANSAS' provision of Usage Data to CLEC will be in accordance with performance metrics as reported on CLEC Online. SBC KANSAS' performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers but the SBC KANSAS' provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers.
- 2.2 SBC KANSAS will retain Usage Data in accordance with the SBC Daily Usage File User's Guide available on SBC's CLEC Online website subject to applicable laws and regulations.

3.0 USAGE DATA SPECIFICATIONS

- 3.1 SBC KANSAS will provide usage data for CLEC Customers using SBC KANSAS provided Resale services. Usage Data includes, but is not limited to, the following categories of information:

- a) Completed calls;
- b) Use of CLASS/LASS/Custom Features;
- c) Calls to Directory Assistance where SBC KANSAS provides such service to a CLEC customer;
- d) Calls completed via SBC KANSAS - provided Operator Services where SBC KANSAS provides such service to CLEC's Local Service customer;
- e) Station level detail for SBC KANSAS - provided PLEXAR® families of services;
- f) Complete call detail and complete timing information for Resale services.

SBC KANSAS will provide Usage Data for calls that SBC KANSAS records. (e.g., Local Measured Services)

4.0 USAGE DATA FORMAT

- 4.1 SBC KANSAS will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide or as otherwise mutually agreed to by the Parties.
- 4.2 SBC KANSAS will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

5.0 USAGE DATA REQUIREMENTS

- 5.1 SBC KANSAS will pack and organize the Usage Data according to EMI guidelines.
- 5.2 SBC KANSAS will provide Usage Data for Resale services to a CLEC locations as agreed to by the Parties.
- 5.3 SBC KANSAS will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.

- 5.4 CLEC and SBC KANSAS will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.
- 5.5 SBC KANSAS will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the SBC Daily Usage File User's Guide.
- 5.6 The IS Call Center can be contacted to respond to CLEC record transmission inquiries. Other Usage inquiries should be coordinated through Account Management. If written notification is not received within thirty (30) calendar days, SBC KANSAS shall have no further obligation to recover the data and shall have no further liability to the CLEC.

6.0 ALTERNATIVELY BILLED CALLS

- 6.1 Calls that are placed using the services of SBC KANSAS or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects". Calls that are placed using CLEC Resale service and billed to a SBC KANSAS line or other LEC or LSP are called "Outcollects".
- 6.2 Outcollects: SBC KANSAS will provide to CLEC the unrated message detail that originates from a CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SBC KANSAS will transmit such data to CLEC via the DUF on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SBC KANSAS a per message charge as specified in the Appendix Pricing, Schedule of Prices for SBC KANSAS' transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SBC KANSAS for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.
- 6.3 Incollects: SBC KANSAS will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SBC KANSAS will transmit such data to CLEC via the DUF on a daily basis. SBC KANSAS will credit CLEC the Billing and Collection (B&C) fee, as specified in the Appendix Pricing, Schedule of Prices, per billed message for billing the incollects. CLEC will pay to SBC KANSAS a per message charge for SBC KANSAS' transmission of incollect messages to CLEC.

7.0 PRICING

- 7.1 SBC KANSAS will bill and CLEC will pay the applicable charges for Usage Data set forth in the Appendix Pricing, Schedule of Prices of this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.