Bruce A. Ney
Senior Counsel

SBC Kansas
220 SE Sixth Street
Room 515
Topeka, KS 66603-3596

785.276.8413 Phone
785.276.1948 Fax
bruce.ney@sbc.com

March 10, 2006

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

STATE CORPORATION COMMISSION

MAR 09 2006

Susan Talbott Docket Room

Re: Docket No. 06-SWBT-234-IAT

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T") and Xspedius Management Co. of Kansas City, LLC ("Xspedius") on September 14, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Michael Scott, Area Manager-Regulatory Issues.

This modification amends the Agreement to delete in its entirety the parties' "Attachment 12: Intercarrier Compensation" in their previously approved Agreement and to substitute a new "Attachment 12: Intercarrier Compensation" which specifically contains language in Sections 4.2 and 4.2.1 which has been newly negotiated between the parties. The Agreement, with this modification, and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. This amendment has not been previously approved by the Commission. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Xspedius is in good standing with the Kansas Secretary of State's office.

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

Contact information for Xspedius is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. James Falvey	
Sr. VP – Regulatory Affairs	
14405 Laurel Place, Suite 200	
Laurel, MD 20707-6102	
Phone: 301-361-4298	
Fax: 301-361-7654	

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

Sincerely,

Bruce A. Ney
Senior Counsel

Enclosures

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

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell Telephone, L.P. for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Xspedius Management Co. of Kansas City, LLC	)	Docket No. 06-SWBT-234-IAT

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

Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T") hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement)" under the Telecommunications Act of 1996 ("Federal Act") between AT&T and Xspedius Management Co. of Kansas, LLC and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

AT&T presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on September 7, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on September 14, 2005. This modification amends the Agreement to delete in its entirety the parties' "Attachment 12: Intercarrier Compensation" in their previously approved Agreement and to substitute a new "Attachment 12: Intercarrier Compensation" which specifically contains language in Sections 4.2 and 4.2.1 which has been newly negotiated between the parties. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement, is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

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

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

III. STANDARD FOR REVIEW

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

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

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

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

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

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

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

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

IV. KANSAS LAW

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

V. CONCLUSION

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

TIMOTHY S. PICKERING (#02003)
BRUCE A. NEY (#15554) ◄
MELANIE N. SAWYER (#19945)
220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785) 276-8413
(785) 276-1948 (Facsimile)
Attorneys for Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas

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

by and between

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

AT&T KANSAS

and

XSPEDIUS MANAGEMENT CO. OF KANSAS CITY, LLC

(KANSAS)

AMENDMENT TO

INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T Kansas[1]
AND
XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES, L.L.C. AND XSPEDIUS MANAGEMENT CO. OF Kansas City, L.L.C.

Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, as the Incumbent Local Exchange Carrier in Kansas (hereafter, "AT&T Kansas" or "ILEC ") and Xspedius Management Co., Switched Services, L.L.C. and Xspedius Management Co. of Kansas City, L.L.C., as Competitive Local Exchange Carriers ("CLECs"), in Kansas, (referred to as "Xspedius"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Kansas ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment ("Amendment"). CLEC is also referred to as a "LEC."

1.0 Scope of Amendment

1.1 "Attachment 12: Intercarrier Compensation" currently set forth in the Parties' Interconnection Agreement is hereby deleted in its entirety. The Parties hereby incorporate the Attached Appendix A, also entitled "Attachment 12: Intercarrier Compensation" and incorporated herein by reference, into their Interconnection Agreement.

2.0 Reservation of Rights

2.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

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[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Kansas as "AT&T Kansas".

3.0 Miscellaneous

3.1 This Amendment will be effective ten (10) days after approval by Kansas Commerce Commission.

3.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with the other rates, terms and conditions of this Amendment.

3.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Interconnection Agreement was exchanged in triplicate on this 23rd day of February, 2006, by AT&T Kansas, signing by and through its duly authorized representative, and Xspedius signing by and through its duly authorized representative.

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

Signature: Jim C. Falvey

Name: James C Falvey
(Print or Type)

Title: SVP, Regulatory Affairs
(Print or Type)

Date: 2/20/06

FACILITIES-BASED OCN # 7919

ACNA AVS

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

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 2-23-06

ATTACHMENT 12: INTERCARRIER COMPENSATION

1.0 INTRODUCTION

AT&T KANSAS agrees to comply with all generic Kansas Commission reciprocal compensation decisions regarding internet service traffic, including but not limited to Docket 00-GIMT-1054-GIT, subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for internet service traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval in accordance with the intervening law provisions in the General Terms and Conditions. Nothing in this Attachment shall constitute an admission by AT&T KANSAS that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and AT&T KANSAS will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-Bound Traffic, Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), or Cellular Traffic.

The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements, as defined in this Agreement. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.

1.2 Calls originated by CLEC's end users and terminated to AT&T KANSAS' end users (or vice versa) will be classified as Section 251(b)(5) Traffic" under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same AT&T KANSAS exchange area; or (ii) originates and terminates to such end-users within different AT&T KANSAS Exchanges that share a common mandatory local calling area, as defined in SBC KANSAS' tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by AT&T KANSAS' end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order").

1.3 CLEC may establish its own local calling areas or prices for purpose of retail telephone service offerings.

1.3.1 Pursuant to the Kansas Commission Arbitration Award in Docket No. 05-BTKT-365-ARB, to the extent that Section 251(b)(5) Traffic is provisioned via an FX-type arrangement, such traffic is subject to the rates set forth in Section 3.0 if Option 1 is elected; the rates set forth in Section 1.6.1.2 if Option 2 is elected; or will be subject to a bill and keep arrangement if Option 3 is elected.

1.3.1.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.5.2.2 if Option 1 is elected, the rated contained in Section 1.6.1.2 if Option 2 is elected; or will be subject to a bill and keep arrangement if Option 3 is elected.

1.3.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two types of FX service:

1.3.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

1.3.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

1.3.3 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area.

1.4 With respect to CLEC's rights and obligations concerning CLEC and AT&T KANSAS termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply as the default billing option, for the duration of the Agreement. CLEC may modify the default billing option made at the time of execution of this Agreement by providing advance written notice to AT&T Kansas within thirty (30) days of execution of this Agreement. CLEC will operate pursuant to the provisions of the billing option elected at the time of execution of this Agreement until the 31st day of receipt of such written notice, at which time the rate terms and condition of the new option election will become effective. The parties will work cooperatively to amend the Agreement to reflect the new billing option elected within sixty (60) days of written notification. CLEC may choose a different option if this Agreement is subsequently amended by AT&T KANSAS pursuant to the Change In Law provisions of this Agreement. CLEC may amend Agreement to make a one-time election to modify its initial option selection made upon execution of this Agreement. CLEC will operate pursuant to the provisions of the option elected at the time of execution of this Agreement until such amendment is approved by the Commission

1.4.1 Option 1: The rates, terms and conditions for compensation (except those pertaining to Option 3) for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or

1.4.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.6; or

1.4.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of the two interconnecting parties charges each other for terminating traffic that originates on the other network. Each Party may recover the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party from its end users as it deems necessary. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.7 below.

1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)

1.5.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contain in Section 3.0 of this Attachment, and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.5.2 through 1.5.5 which are based on the FCC ISP Compensation Order.

1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.5.2.1 The rates, terms, conditions in this Section 1.5 apply only to the termination of ISP-Bound Traffic. ISP-Bound Traffic is subject to the rebuttable presumption stated below.

1.5.2.2 For traffic exchanged after the effective date of this Agreement, the Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at $.0007 per minute of use.

1.5.2.3 Payment of Reciprocal Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.5.3 INTENTIONALLY OMITTED

1.5.4 INTENTIONALLY OMITTED

1.5.5 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T KANSAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and AT&T KANSAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 1.5. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and AT&T KANSAS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.5.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

1.5.6 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 3.0 for Section 251(b)(5) Traffic.

1.5.7 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the reciprocal compensation rates set forth in Section 3.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 1.5.2.2, until the Growth Cap and/or New Market Bill and Keep arrangement apply if Option one is elected. At such time that Bill and Keep for ISP-Bound Traffic applies, the Carrier whose traffic is "Out-of-Balance" will be responsible for segregating the Bill and Keep traffic from other compensable traffic as outlined in Section 1.5.3.2 above.

1.6 Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate (Option 2)

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Section 1.6. 1 through 1.6.5 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

1.6.1 Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:

1.6.1.1 The rates, terms, conditions in Sections 1.6.1 through 1.6.4 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic ISP-Bound Traffic is subject to the rebuttable presumption.

1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

1.6.1.3 Under Option 2, Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.6.2 INTENTIONALLY OMITTED

1.6.3 INTENTIONALLY OMITTED

1.6.4 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T KANSAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and AT&T KANSAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 1.6. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and AT&T KANSAS will remain obligated to pay the presumptive rates.

1.6.5 Each party will invoice the other party on a monthly basis for Section 251(b)(5) Traffic and ISP-Bound Traffic at the rates set forth in Section 1.6.1.2 if Option two is elected.

1.7 Long-Term Local Bill and Keep Option (Option 3)

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T KANSAS and CLEC in Kansas so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, or Cellular Traffic, which shall be subject to compensation as described elsewhere in this Attachment.

1.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%).

1.7.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

1.7.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, CLEC shall change its election and designate Option 1 or Option 2 for all Section 251(b)(5) Traffic and ISP-Bound Traffic.

1.7.3 INTENTIONALLY OMITTED

1.7.4 INTENTIONALLY OMITTED

1.7.4.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

1.7.4.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.7.4 and 1.7.5.

1.7.5 Upon reasonable belief that traffic other than wireline Section 251(b)(5) Traffic defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

1.7.6 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than wireline Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in 9.1 of the General Terms and Conditions of this Agreement.

1.7.7 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.7.8 The audit provisions set out in Sections 1.7.6 through 1.7.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

2.0 RESPONSIBILITIES OF THE PARTIES

2.1 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Interexchange Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call, when including such information is technically feasible. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

2.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

2.3 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic.

2.4 CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic either originated or terminated to a CLEC end-user served by CLEC using an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis. In no event will AT&T KANSAS have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T KANSAS against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T KANSAS will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T KANSAS may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3.0 RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.0 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Section 251(b)(5) Traffic except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

3.3 Rate Elements:

3.3.1 Tandem Served rate elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:

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

3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element

3.3.4 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement consisting of a duration (per minute) rate element.

3.4 Intercarrier Compensation for Wholesale Local Switching Traffic

3.4.1 Where CLEC provides service to an CLEC end user using any combination of Network Elements that utilizes an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis, CLEC will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms (unless CLEC is operating under Option 3) shall apply in all cases where CLEC purchases an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. AT&T KANSAS is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

3.4.1.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic where CLEC has purchased an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

3.4.1.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T KANSAS end users and CLEC's end users where CLEC utilizes an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.7.2.2 for the transport and termination of Section 251(b)(5) Traffic, including ISP-Bound Traffic, if Option 2 is elected by CLEC; or

(ii) the End Office Switch rate set forth in Appendix Pricing and as specified in Section 1.4.2.2 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 1.7.8.2 for the transport and termination of ISP-Bound Traffic if Option 1 is elected.

4.0 TANDEM INTERCONNECTION RATE APPLICATION

4.1 Transport and termination rates may vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. If Option 1 or 2 is in effect, the transport and termination rates assessed on the originating carrier shall reflect the functions performed by the terminating carrier in transporting and terminating the calls. Where the terminating party utilizes a tandem switch, or a switch that is capable of serving a geographic area comparable to the area served by an AT&T KANSAS tandem switch, the compensation rate for Local Traffic terminated to the party's tandem switch shall consist of the summation of the rates for tandem switching, tandem transport and end office switching as listed in Section 3.3 above.

4.2 Based on the specific architecture of the Xspedius network the Parties agree that Xspedius' switch meets the criteria set forth in Section 4.1 and will be compensated for Section 251(b)(5) Traffic that originates from an AT&T KANSAS End User that terminates to a Xspedius End User as follows:

(i) Seventy percent (70%) of AT&T KANSAS' Section 251(b)(5) Traffic that is terminated to Xspedius' End Users shall be compensated at the end office switching rate as set forth in Appendix Pricing.

(ii) Thirty percent (30%) of AT&T KANSAS' Section 251(b)(5) Traffic that is terminated to Xspedius' End Users shall be compensated at a tandem blended rate calculated as follows:

[End Office Switching + Tandem Switching + Transport Termination + (15 x Tandem Transport Facility Mileage)]

4.2.1 For purposes of this tandem blended rate, the End Office Switching rate, the Tandem Switching rate, and the Tandem Transport rates are the rates defined in Section 3.3 above.

5.0 OTHER TELECOMMUNICATIONS TRAFFIC

5.1 The Parties recognize and agree that could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Options 1, 2, and/or 3 above not apply to calls that fit the definitions of:

- IntraLATA Interexchange Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

5.2 The Parties agree that, for the purposes of this Attachment, either Party's end users remain free to place calls on a "Non-Local" basis under any of the above classifications. The applicable rates, terms and conditions for "8YY" Traffic, Feature Group A Traffic, Feature Group D Traffic, IntraLATA and/or InterLATA Traffic, whichever is applicable, shall apply.

6.0 TRANSIT TRAFFIC COMPENSATION

6.1 Transit Traffic is a switching and transport function only, which allows one Party (originating Party) to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem and/or transport facilities (tandem Party). The Transit Rate set forth below is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User.

6.2 Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party. Except as provided in Section 9, below, terminating carriers shall be required to directly bill third parties that originate calls and send traffic over Transiting Carrier's network.

6.3 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

6.4 Unless otherwise provided in this Agreement, neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

6.5 Subject to section 9 below, CLEC shall not bill AT&T KANSAS for terminating any Transit traffic, whether identified or unidentified, i.e. whether AT&T KANSAS is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to AT&T KANSAS that unidentified transit traffic volume has become significant, AT&T KANSAS agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

6.6 The transit rate above shall also apply in the case of Local Traffic originated in third party ILEC exchange areas that traverses the AT&T KANSAS Tandem Office Switch and terminates in other third party exchange areas, providing the other LEC exchanges share a common mandatory local calling area with all AT&T KANSAS exchanges included in a metropolitan exchange.

Transit Compensation	
Transit Rate (tandem switching + common transport termination + 7 X Common Transport Facility/mile)	
Zone 3 (Urban)	$0.000953 (1)
Zone 2 (Suburban)	$0.000981 (1)
Zone 1 (Rural)	$0.001027 (1)
Tandem Switching	$0.000789 (1)
Common Transport Termination Facility/mile (multiply this by 7 to develop average transit rate)	
Zone 3 (Urban)	$0.000007 (1)
Zone 2 (Suburban)	$0.000021 (1)
Zone 1 (Rural)	$0.000042 (1)
Common Transport Termination	

MOU	
Zone 3 (Urban)	$0.000157 (1)
Zone 2 (Suburban)	$0.000171 (1)
Zone 1 (Rural)	$0.000196 (1)

6.7 Compensation for Termination of Optional Calling Area Service Traffic

6.7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 1.2 above.

6.7.2 In the context of this Appendix, Optional Calling Areas (OCAs) in the state of Kansas is outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC is not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

6.7.3 The Optional EAS Transit Rate and *OCA Transport and Termination rates are outlined in Appendix Pricing*.

6.7.4 When a CLEC utilizes an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis, to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a AT&T KANSAS end office, CLEC will pay the charge contained in Appendix Pricing labeled "EAS Port Additive per MOU". The additives to be paid by CLEC to AT&T KANSAS are $0.024 per MOU for toll-free calls made by a AT&T KANSAS customer from a metro exchange to an exchange contiguous to a metro exchange and $0.0355 per MOU for toll free calls made by a AT&T KANSAS customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the Appendix Pricing.

7.0 INTENTIONALLY OMITTED

8.0 COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

8.1 IntraLATA Interexchange Traffic, not considered EAS Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll Traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 11.

8.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

8.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

9.0 COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN INTEREXCHANGE CARRIER (IXC) (MEET-POINT BILLING (MPB) ARRANGEMENTS)

9.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

9.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.

9.3 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

9.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format or via a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party will act as the Official Recording Company for switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic

9.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

9.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

10.0 INTENTIONALLY OMITTED

11.0 BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

11.1 In AT&T KANSAS each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These terminating recordings are the basis for each Party to generate bills to the originating carrier.

11.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, AT&T KANSAS will provide terminating CLEC the appropriate call records that will allow the terminating CLEC the ability to directly bill the proper intercarrier compensation charges to the originating carrier.

11.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T KANSAS will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an AT&T KANSAS non-resale offering whereby AT&T KANSAS provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

11.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.5 and 1.6.4 above.

11.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

11.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12.0 INTENTIONALLY OMITTED

13.0 INTENTIONALLY OMITTED

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell	)	
Telephone, L.P. for Approval of	)	
Interconnection Agreement Under the	)	Docket No. 06-SWBT-234-IAT
Telecommunications Act of 1996 With	)	
Xspedius Management Co. of Kansas	)	
City, LLC	)	

AFFIDAVIT OF MICHAEL SCOTT

STATE OF KANSAS	)	
	)	ss
COUNTY OF SHAWNEE	)	

Before me, the Undersigned Authority, on the 10th day of March, 2006, personally appeared Michael Scott of Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T") who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Michael Scott. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Issues for AT&T, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T and Xspedius Management Co. of Kansas City, LLC which was approved by the Commission on September 14, 2005 and the proposed modification to that Agreement.

2. This modification amends the Agreement to delete in its entirety the parties' "Attachment 12: Intercarrier Compensation" in their previously approved Agreement and to substitute a new "Attachment 12: Intercarrier Compensation" which specifically contains language in Sections 4.2 and 4.2.1 which has been newly negotiated between the parties.

3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.

4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.

6. The negotiated and executed modification to the Agreement is consistent with Kansas law.

Michael Scott

Michael Scott

Subscribed and sworn to before me this 10th day of March, 2006.

NOTARY PUBLIC - State of Kansas
MARY A. REED
My Appt. Exp. 10/15/06

Mary A Reed

Notary Public

My Commission Expires: October 15, 2006