applicable tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other.

20.10 SWBT is participating with the industry to develop standardized methods through the OBF and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available or SWBT decides not to fully utilize industry guidelines, SWBT will provide ICG with information on its ordering and billing format/process and requirements.

21.0 EFFECTIVE DATE, TERM, AND TERMINATION

21.1 This Agreement shall be effective upon approval by the applicable Commission when the Commission has determined that the Agreement is in compliance with Sections 251 and 252 of the Act ("Effective Date"); provided, however, the parties agree to initiate a live service trial.

21.2 The initial term of this Agreement shall be two (2) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 21.4.

21.3 Subject to Section 21.4, either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation that disrupts the operation of either Party's network and/or end user service and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

21.4 If pursuant to Section 21.2 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement; provided that the Party receiving such termination notice may elect by giving written notice ("Continuation Notice") to the terminating Party within ten (10) days of its receipt of the termination notice to have this Agreement continue in full force and effect until such time as a successor agreement between the Parties is entered into; provided, however, that upon delivery of such Continuation Notice, the Parties shall renegotiate the rates, fees and charges contained herein and such revised rates, fees and charges shall apply from and after the ninetieth (90th) day after receipt of such notice of intent to terminate. If the Parties fail to agree on revised rates, fees and charges, rates as determined by the Commission, shall apply on and after such ninetieth (90th) day until the Parties reach agreement or a successor agreement is executed by the Parties. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.4 other than to pay to the other Party any amounts owed under this Agreement.

21.5 Upon termination or expiration of this Agreement in accordance with this Section 21.0:

(a) each Party shall comply immediately with its obligations set forth in Section 29.6.2; and

(b) each Party shall remove any Collocated equipment that is used solely to perform its obligations under this Agreement from the other Party's Central Office within thirty (30) days of the effective date of termination or expiration of this Agreement;

(c) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

If upon expiration or termination the Parties are negotiating a successor agreement, each party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective.

21.6 Except as set forth in Section 27.5, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

22.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT OR APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SWBT NOR ICG ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

23.0 SLAMMING

Each Party will abide by the applicable rules of the Commission or the FCC if no such state rules exist for obtaining end user authorization to change an end user's local service provider to itself and in assuming responsibility for any applicable charges. Only an end user can initiate a challenge to a change in its local exchange telephone service.

24.0 SEVERABILITY

24.1 The services, arrangements, Interconnection, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be nonseverable, subject only to Section 29.16 of this Agreement.

24.2 In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other party during such period if to do so would disrupt existing service being provided to an end user. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

25.0 INDEMNIFICATION

25.1 Except as provided in Section 25.4, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement.

25.2 Each Party ("Indemnified Party") shall be indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:

(a) Tort claims, including claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's end users; or

(b) Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party's acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its end users, agents, subcontractors or others retained by such parties.

25.3 Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for any noncompliance with the Communications Law Enforcement Act of 1994 ("CALEA") and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25.4 In the case of any Loss alleged or made by a Customer of either Party, the Party ("Indemnifying Party") whose Customer alleged or made such Loss shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any or all of such Loss alleged by each and every Customer except where the Indemnified Party engage in willful misconduct or gross negligence.

25.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section 25.0. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

26.0 LIMITATION OF LIABILITY

26.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

26.2 Except for indemnity obligations under Section 25.0 and in the case of willful misconduct or gross negligence, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall not exceed in total the amount SWBT or ICG has or would have charged to the other Party for the affected service(s) or function(s) for the time period during which the service(s) or function(s) were not performed or were otherwise improperly performed.

26.3 Except in the case of a Party's willful misconduct or gross negligence, neither Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 25.2 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

27.0 COMPENSATORY DAMAGES FOR SPECIFIED ACTIVITIES

27.1 Certain Definitions. When used in this Section 27.0, the following terms shall have the meanings indicated:

27.1.1 "Specified Performance Breach" means the failure by SWBT to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

27.1.2 "Specified Activity" means any of the following activities:

(i) the installation by SWBT of unbundled Loops for ICG, including the installation of unbundled Loops under applicable tariff(s) ("Unbundled Loop Installation");

(ii) SWBT's provision of Interim Number Portability; or

(iii) the repair of out of service problems for ICG ("Out of Service Repairs").

[THIS SPACE PURPOSELY INSERTED]

27.1.3 "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by SWBT during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) Unbundled Loop Installation	
1-10 Loops per Service Order	5 days from SWBT's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from SWBT's Receipt of valid Service Order
21+ Loops per Service Order	To be negotiated but not to exceed 30 days
(ii) Interim Number Portability	
1-10 Numbers per Service Order	5 days from SWBT's Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from SWBT's Receipt of valid Service Order
21+ Numbers per Service Order	Not to exceed 30 days
(iii) Out-of-Service Repairs	Less than 24 hours from SWBT's Receipt of Notification of Out-of-Service Condition

27.2 Specified Performance Breach. In recognition of the (1) loss of end user opportunities, revenues and goodwill which ICG might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of ICG having available to it customer opportunities similar to those opportunities currently available to ICG; and (3) the difficulty of accurately ascertaining the amount of damages ICG would sustain in the event of such a Specified Performance Breach, SWBT agrees to pay ICG, subject to Section 27.3 below, damages as set forth in Section 26.3 below in the event of the occurrence of a Specified Performance Breach.

27.3 Compensatory Damages. The damages payable by SWBT to ICG as a result of a Specified Performance Breach shall be $75,000 for each Specified Performance Breach (collectively, the "Compensatory Damages"). ICG and SWBT agree and acknowledge that (a)

the Compensatory Damages are not a penalty and have been determined based upon the facts and circumstances of ICG and SWBT at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Compensatory Damages constitute a reasonable approximation of the damages ICG would sustain if its damages were readily ascertainable; and (c) ICG shall not be required to provide any proof of the Compensatory Damages.

27.4 Limitations. In no event shall SWBT be liable to pay the Compensatory Damages if SWBT's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by ICG to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule), (b) any delay, act or failure to act by an end user, agent or subcontractor of ICG, (c) any Force Majeure Event, or (d) for INP, where memory limitations in the switch in the SWBT serving office, prevent any INP for any LEC, including SWBT, from being accommodated. If a Delaying Event (i) prevents SWBT from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of SWBT's compliance with the Performance Criteria, or (ii) only suspends SWBT's ability to timely perform the Specified Activity, the applicable time frame in which SWBT's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

27.5 Sole Remedy. The Compensatory Damages shall be the sole and exclusive remedy of ICG for SWBT's breach of the Performance Criteria or a Specified Performance Breach as described in this Section 27.0 and shall be in lieu of any other damages or credit ICG might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff.

27.6 Records. SWBT shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. SWBT shall provide to ICG such records in a self-reporting format on a monthly basis. Notwithstanding Section 29.6.1, the Parties agree that such records shall be deemed "Proprietary Information" under Section 29.6.

28.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement satisfy the specifically-mentioned sections of the Act and are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

29.0 MISCELLANEOUS

29.1 Authorization.

(a) SWBT is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

(b) ICG is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.2 Compliance and Certification.

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

29.3 Law Enforcement

29.3.1 SWBT and ICG shall handle law enforcement requests as follows:

(a) Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, it shall refer such request to the Party that serves such end user, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party may comply with any valid request, as it deems appropriate.

(b) Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena back to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party may respond to any valid request, as it deems appropriate.

(c) Emergencies: If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with an valid emergency request unless directed otherwise by the local service provider for such end user. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims..

29.4 Independent Contractor. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

29.6 Confidentiality.

29.6.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ('Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be identified as confidential or proprietary prior to disclosure of the actual Proprietary Information to enable the Receiving Party to determine whether it will accept such Proprietary Information and, if accepted, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information to the Commission or the FCC or as

required by any governmental authority or applicable law only in accordance with Section 29.6.2.

29.6.2 (a) If a Receiving Party desires to disclose or provide to the Commission or the FCC any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

(b) If a Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 29.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

29.6.3 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

29.6.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information as:

(i) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

(ii) is or becomes publicly known through no wrongful act of the receiving Party; or

(iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(iv) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the

provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

(v) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights.

(vi) is approved for release by written authorization of the disclosing Party; or

(vii) is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the receiving party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 29.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

29.6.5 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

29.6.6 Pursuant to Section 222(b) of the Act, both parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

29.7 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the applicable service area without reference to conflict of law provisions.

29.8 Taxes.

29.8.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") levied against or upon such purchasing party (or the providing Party when such providing Party is permitted by applicable law to pass along to the purchasing party such taxes, fees, or surcharges), except for any Tax on either party's corporate

existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. 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 by the jurisdiction providing said resale tax exemption.

29.8.2 With respect to any purchase of services, facilities or other arrangements, 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.

29.8.3 With respect to any purchase hereunder of services, facilities or arrangements 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 on an after-tax basis 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.

29.8.4 If the providing party fails 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 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.

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 on an after-tax basis 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.

29.9 Non-Assignment. This Agreement shall be binding upon every subsidiary and Affiliate of either Party that is engaged in providing Telephone Exchange and Exchange Access services in any territory within which SWBT is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "SWBT Territory") and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party its Telephone Exchange and Exchange Access

network facilities within the SWBT Territory, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

29.10 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

29.11 Audits. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 is deployed, each Party shall pass Calling Party Number (CPN) information on each call carried over the Traffic Exchange trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of calls exchanged with CPN information.

Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of 24 months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of 24 months in age.

29.12 Disputed Amounts.

29.12.1 No claims, under this Agreement or its Appendices, shall be brought for disputed amounts more than twenty-four (24) months from the date of occurrence which gives rise to the dispute. Under this Section 29.12, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

29.12.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. All reasonable requests for relevant information made by one Party to the other shall be honored.

29.12.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 29.12.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

29.12.4 The Parties agree that all negotiations pursuant to this Section 29.12 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence; provided, however, that a Party may disclose the substance of such negotiations to the FCC or the Commission pursuant to Section 29.6.2(a) for purposes other than to determine liability.

29.12.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

29.12.6 Notwithstanding anything to the contrary in this Section 29.12, each Party shall have the right to contest any amounts paid to the other Party hereunder for a period of six (6) months after such amounts were paid. The Party contesting such amounts shall deliver written notice to such other Party within six (6) months of its payment and include in such notice the specific details and reasons for disputing such amounts. If the Parties are unable to resolve such contested amounts in the normal course of business within thirty (30) days after delivery of notice of the contested amounts, such dispute shall be handled in accordance with Section 29.13.

29.13 Dispute Resolution.

29.13.1 No claims shall be brought for disputes arising under this Agreement or its Appendices more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.

29.13.2 For disputes other than disputed amounts under this Agreement or its Appendices, each Party shall appoint a designated representative as set forth in Section 29.12.2 and if unable to resolve the dispute, proceed as set forth in Section 29.12.3.

29.14 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, SWBT/ICG holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section 29.0, except that notices to a Party's 24-hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

To ICG: Vice President of Government Affairs, Cindy Z. Schonhaut
ICG Communications, Inc.
9605 E. Maroon Circle
Englewood, CO 80112
Fax: (303) 799-6985

To SWBT: General Manager-Competitive Provider Account Team
Southwestern Bell Telephone Company
One Bell Plaza, Room 525
Dallas, Texas 75202
Facsimile Number: (214) 464-1486

<u>24-Hour Network Management Contact</u>

For ICG:

1-800-ICG-CITY

For SWBT:

Area Manager-NSMC Control
1-800-792-2662

29.15 Publicity and Use of Trademarks or Service Marks.

29.15.1 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 publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

29.15.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval.

29.16 Section 252(i) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including an Affiliate, or if a final order of the Commission or FCC ("Order") prescribes the term upon which a party is to provide an arrangement or service, such Party shall make available to the other Party such arrangements or services upon the same rates, terms and conditions as those provided in the Other Agreement or Order(s) as applicable. At its sole option, the other Party may avail itself of either (i) the Other Agreement or Order(s) in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

(1) Interconnection and Exchange Access - Section 251(c)(2) of the Act or

(2) Information Services Traffic (Section 7.1 of this Agreement); or

(3) LSV/BLI Traffic (Section 7.2 of this Agreement); or

(4) CMRS Traffic (Section 7.4 of this Agreement); or

(5) Resale - Section 251(c)(4) of the Act (Section 11.0 of this Agreement); or

(6) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or

(7) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or

(8) Database Access - Section 271(c)(2)(B)(x) of the Act (Section 17.0 of this Agreement); or

(9) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement); or

(10) White Pages - Section 271(c)(2)(B)(viii) of the Act (Appendix White Pages).

29.17 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.18 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.19 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

29.20 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network which will materially impact the other Party's service. The Party upgrading its network shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.21 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 20.5, 21.0, 24.0, 25.0, 29.6.3, 29.6, 29.12, 29.13, 29..5 and 29.19.

29.22 Reformation The rates, terms, and conditions regarding rebundling of unbundle elements, and the inclusion of features and functions in the switching element shall be subject to reformation 12 months after the effective date of this agreement based upon the outcome of the reconsideration or appeal of FCC Docket No. 96-98.

29.23 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

29.24 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, 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. 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. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 6th day of November, 1996.

ICG Telecom Group, Inc.	Southwestern Bell Telephone Company
By:	By:
Printed: WILLIAM J. MAXWELL	Printed: STEPHEN CARTER
Title: PRESIDENT	Title: VICE PRESIDENT GENERAL MANAGER

SCHEDULE 3.0

INTERCONNECTION ACTUATION SCHEDULE

SCHEDULE 3.0
INTERCONNECTION SCHEDULE

Metropolitan Exchange Area	Direction [1]	ICG Interconnection Wire Center (IIWC) [2]	SWBT Interconnection Wire Center (SIWC) [3]	NIP [4]
SAN ANTONIO	ICG TO SWBT INTRALATA, INTERLATA, LOCAL	SNANTX??	SNANTXCA03T	SNANTXCA
	ICG TO SWBT TOPS	SNANTX??	SNANTXCA06T	SNANTXCA
	ICG TO SWBT 911	SNANTX??	SNANTXWA1ED	SNANTXWA
	SWBT TO ICG INTRALATA, INTERLATA, LOCAL	SNANTX??	SNANTXCA03T	SNANTX??
	SWBT TO ICG TOPS	SNANTX??	SNANTXCA06T	SNANTX??
	SWBT TO ICG 911	SNANTX??	SNANTXWA1ED	SNANTX??
DALLAS	ICG TO SWBT INTRALATA, INTERLATA, LOCAL	DLLSTX??	DLLSTXTA03T	DLLSTXTA
	ICG TO SWBT TOPS	DLLSTX??	DLLSTXTA04T	DLLSTXTA
	ICG TO SWBT 911	DLLSTX??	DLLSTXRI1ED	DLLSTXRI
	SWBT TO ICG INTRALATA, INTERLATA, LOCAL	DLLSTX??	DLLSTXTA03T	DLLSTX??
	SWBT TO ICG TOPS	DLLSTX??	DLLSTXTA04T	DLLSTX??
	SWBT TO ICG 911	DLLSTX??	DLLSTXRI1ED	DLLSTX??
CORPUS CHRISTIE	ICG TO SWBT INTRALATA, INTERLATA, LOCAL, TOPS	CRCHTX??	CRCHTXTU03T	CRCHTXTU03T
	ICG TO SWBT 911	CRCHTX??	CRCHTXTUCG0	CRCHTXTUCG0
	SWBT TO ICG INTRALATA, INTERLATA, LOCAL, TOPS	CRCHTX??	CRCHTXTU03T	CRCHTX??
	SWBT TO ICG 911	CRCHTX??	CRCHTXTUCG0	CRCHTX??

SCHEDULE 3.0
INTERCONNECTION SCHEDULE

Metropolitan Exchange Area	Direction [1]	ICG Interconnection Wire Center (IIWC) [2]	SWBT Interconnection Wire Center (SIWC) [3]	NIP [4]
HOUSTON	ICG TO SWBT INTRALATA, INTERLATA	HSTNTX??	HSTNTX0801T	HSTNTX08
	ICG TO SWBT TOPS	HSTNTX??	HSTNTX0802T	HSTNTX08
	ICG TO SWBT LOCAL	HSTNTX??	HSTNTXJA04T	HSTNTX08
	ICG TO SWBT 911	HSTNTX??	HSTNTXWA91T	HSTNTX08
	SWBT TO ICG INTRALATA, INTERLATA	HSTNTX??	HSTNTX0801T	HSTNTX??
	SWBT TO ICG TOPS	HSTNTX??	HSTNTX0802T	HSTNTX??
	SWBT TO ICG LOCAL	HSTNTX??	HSTNTXJA04T	HSTNTX??
	SWBT TO ICG 911	HSTNTX??	HSTNTXWA91T	HSTNTX??
AUSTIN	ICG TO SWBT INTRALATA, INTERLATA, LOCAL, TOPS	AUSTTX??	AUSTTXGR06T	AUSTTXGR
	ICG TO SWBT 911	AUSTTX??	AUSTTXGR1ED	AUSTTXGR
	SWBT TO ICG INTRALATA, INTERLATA, LOCAL, TOPS	AUSTTX??	AUSTTXGR06T	AUSTTX??
	SWBT TO ICG 911	AUSTTX??	AUSTTXGR1ED	AUSTTX??

---

[1] This column will be completed by indicating the direction of the terminating traffic (e.g., either ICG to SWBT or SWBT to ICG.)

[2] **ICG INTERCONNECTION WIRE CENTER (IIWC)** - The address of the ICG location that will house the interconnection equipment and through which SWBT will terminate traffic on ICG's network.

[3] **SWBT INTERCONNECTION WIRE CENTER (SIWC)** - The address of the SWBT end office or tandem through which ICG will terminate traffic on SWBT's network.

[4] **NETWORK INTERCONNECTION POINT (NIP)** - The NIP is the location where SWBT and ICG facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from ICG to SWBT and going from SWBT to ICG could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the SIWC. Where the physical interface occurs at the ICG location, the NIP for that interconnection shall be located at the ICG location.

[5] For the purposes of IntraLata Meet Point Billing, the billing percentages will be 50% for SWBT and 50% for ICG. For InterLata Meet Point Billing, the percentages be 100% for ICG, except in Houston, which will be 50% for SWBT and 50% for ICG. As ICG enters additional markets, the Meet Point Billing Percentages will be negotiated based on ownership of facilities.

SCHEDULE 3.0
INTERCONNECTION SCHEDULE

Metropolitan Exchange Area	Direction [1]	ICG Interconnection Wire Center (IIWC) [2]	SWBT Interconnection Wire Center (SIWC) [3]	NIP [4]
OKLA CITY	ICG TO SWBT INTRALATA, INTERLATA, TOPS	OKCYOK??	OKCYOKCE13T	OKCYOKCE
	ICG TO SWBT LOCAL	OKCYOK??	OKCYOKCE03T	OKCYOKCE
	ICG TO SWBT 911	OKCYOK??	OKCYOKUNCG0	OKCYOKUN
	SWBT TO ICG INTRALATA, INTERLATA, TOPS	OKCYOK??	OKCYOKCE13T	OKCYOK??
	SWBT TO ICG LOCAL	OKCYOK??	OKCYOKCE03T	OKCYOK??
	SWBT TO ICG 911	OKCYOK??	OKCYOKUNCG0	OKCYOK??
TULSA	ICG TO SWBT INTRALATA, INTERLATA, LOCAL, TOPS	TULSOK??	TULSOKTB03T	TULSOKTB
	ICG TO SWBT 911	TULSOK??	TULSOKTBDS1	TULSOKTB
	SWBT TO ICG INTRALATA, INTERLATA, LOCAL, TOPS	TULSOK??	TULSOKTB03T	TULSOK??
	SWBT TO ICG 911	TULSOK??	TULSOKTBDS1	TULSOK??

---

[1] This column will be completed by indicating the direction of the terminating traffic (e.g., either ICG to SWBT or SWBT to ICG.)

[2] **ICG INTERCONNECTION WIRE CENTER (IIWC)** - The address of the ICG location that will house the interconnection equipment and through which SWBT will terminate traffic on ICG's network.

[3] **SWBT INTERCONNECTION WIRE CENTER (SIWC)** - The address of the SWBT end office or tandem through which ICG will terminate traffic on SWBT's network.

[4] **NETWORK INTERCONNECTION POINT (NIP)** - The NIP is the location where SWBT and ICG facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from ICG to SWBT and going from SWBT to ICG could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the SIWC. Where the physical interface occurs at the ICG location, the NIP for that interconnection shall be located at the ICG location.

[5] For the purposes of IntraLata Meet Point Billing, the billing percentages will be 50% for SWBT and 50% for ICG. For InterLata Meet Point Billing, the percentages will be 100% for ICG. As ICG enters additional markets, the Meet Point Billing Percentages will be negotiated based on ownership of facilities.

SCHEDULE 5.0

OPTIONAL EAS AREAS

Optional EAS Traffic rates apply to calls to and from the Austin exchange as follows:

EXCHANGE NAME	FROM/TO EXCHANGE	FROM/TO LOCAL CALLING EXCHANGES
Austin *Optional Calling Plan*	Austin	Bastrop Elgin Liberty Hill Lockhart Smithville Taylor