

benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.

- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 11 and to the following:

To SWBT: Executive Director - Tax
Southwestern Bell - Room 34/L/1
One Bell Center
St. Louis, Missouri 63101

To AT&T: Tax - Vice President
State and Local Taxes
AT&T Corporation
Room G101
412 Mt. Kemble Ave.
Morristown, NJ 07962

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 12.7.

Any notice or other communication will be deemed to be given when received.

13.0 Force Majeure

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

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

- 16.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case

that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

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

16.3 Law Enforcement Emergencies

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

17.0 Changes in Subscriber Carrier Selection

17.1 With respect to Resale services and unbundled Network Elements provided to end users, each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Network Elements) and must retain such authorizations for twelve (12) months. The authorization must conform with federal rules regarding changes of presubscribed interexchange carriers until such time as there are federal or state rules applicable to changes of local exchange service providers. Thereafter, the authorization must comply with each such rule. The party submitting the change request assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996.

17.2 Only an end user can initiate a challenge to a change in its local exchange service provider.

17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customer's directions, or the directions of the end user's agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

17.4

18.0 Amendments or Waivers

18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

20.0 Binding Effect

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

21.0 Consent

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

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

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

25.0 Conflict of Interest

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

26.0 Multiple Counterparts

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

27.0 Third Party Beneficiaries

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

28.0 Regulatory Approval

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

29.0 Trademarks and Trade Names

29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

- 30.1 SWBT will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T will reasonably cooperate with SWBT in obtaining and maintaining any required approvals for which SWBT is responsible, and SWBT will reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.
- 30.2 SWBT will not, of its own volition, file a tariff or make another similar filing which supersedes this Agreement in whole or in part. SWBT will make no filings which are inconsistent with this commitment. This Section is not intended to apply to any SWBT tariffs or filings which do not affect AT&T's rights or SWBT's obligations to AT&T under this Agreement. This Section does not impair SWBT's right to file tariffs nor does it impair SWBT's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SWBT provides or hereafter provides to AT&T under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair AT&T's right to contest such tariffs before the APSC.
- 30.3 In the event that SWBT is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, SWBT will provide AT&T notice of the same.
- 30.4 If any tariff referred to in Section 30.3 becomes ineffective by operation of law, through deregulation or otherwise, the terms and conditions of such tariffs, as of the date on which the tariffs became ineffective, will be deemed incorporated if not inconsistent with this Agreement.

31.0 Verification Reviews

- 31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other

persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

- 31.2 Each Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.
- 31.3 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 31.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Resale services, Network Elements or Combinations provided during the period covered by the audit.
- 31.5 Audits will be at the auditing Party's expense.
- 31.6 Upon (i) the discovery by either Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the affected Party will promptly reimburse the other Party the amount of any overpayment times the commercial paper rate applicable on the last day of the month preceding the month of discovery or resolution as above. In no event, however, will interest be assessed on any previously assessed or accrued late payment charges.
- 31.7 AT&T may require that, at the end of the first year of implementation of this Agreement, SWBT submit to an audit or examination of services performed under the interconnection agreement. Subsequent to the first year of implementation, AT&T may require that audits or examinations be performed if: (1) AT&T can show cause that it has a commercially reasonable basis to seek an audit or examination; and (2) the request for audit or examination specifically defines the particular services that it seeks to audit or examine. All audits requested by AT&T under this section shall be conducted at its expense. The dispute resolution provisions of this Agreement shall be used to resolve disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.
- 31.8 From the Effective Date of this Agreement through April 1, 1998, SWBT may audit AT&T's operations, books, records, and other documents related to the development of the percent local usage (PLU) to be used to measure and settle untransmitted calling party

numbers (CPN) in connection with Attachment 12: Compensation. SWBT will bear the reasonable expenses associated with this inspection.

31.9 Information obtained or received by AT&T in conducting the inspections described in Section 31.7 and information obtained or received by either Party in connection with Sections 31.1 through 31.6 and 31.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

32.0 Complete Terms

32.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

32.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

33.0 Cooperation on Preventing End User Fraud

33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

33.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

34.0 Notice of Network Changes

SWBT agrees to provide AT&T reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SWBT's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SWBT's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SWBT's obligations to AT&T under the terms of this Agreement.

35.0 Good Faith Performance

35.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

36.0 Responsibility of Each Party

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

37.0 Transmission of Traffic to Third Parties

37.1 AT&T will not send to SWBT local traffic that is destined for the network of a third party unless AT&T has the authority to exchange traffic with that third party.

38.0 Governmental Compliance

38.1 AT&T and SWBT each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and SWBT each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers

any legal obligation to investigate or remediate environmental contamination. SWBT, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for SWBT to provide the Network Elements and Resale services pursuant to this Agreement.

39.0 Responsibility for Environmental Contamination

- 39.1 SWBT will indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that SWBT, its contractors or agents introduce to the Work locations or (ii) the presence or Release of any Environmental Hazard for which SWBT is responsible under applicable law.
- 39.2 AT&T will indemnify, defend (at SWBT's request) and hold harmless SWBT, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard for which AT&T is responsible under applicable law.

40.0 Subcontracting

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

41.0 Referenced Documents

- 41.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, SWBT Practice, any publication of telecommunications

industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, SWBT Practice, or publication of industry standards.

42.0 Severability

42.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.5.2.

43.0 Survival of Obligations

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

44.0 Governing Law

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

45.0 Performance Criteria

45.1 Specific provisions governing failure to meet Performance Criteria are contained in Attachment 17: Failure to meet Performance Criteria.

46.0 Other Obligations of AT&T

46.1 For the purposes of establishing service and providing efficient and consolidated billing to AT&T, AT&T is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN).

47.0 Dialing Parity; Interim Number Portability

47.1 SWBT will ensure that all AT&T Customers experience the same dialing parity as similarly-situated customers of SWBT services, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a similarly-situated SWBT customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a similarly-situated SWBT customer; and (iii) the AT&T Customer may retain its local telephone number. SWBT further agrees to provide Interim Number Portability in accordance with the requirements of the Act. Specific requirements concerning Interim Number Portability are set forth in Attachment 14: Interim Number Portability.

48.0 Branding

48.1 Specific provisions concerning the branding of services provided to AT&T by SWBT under this Agreement are contained in the following Attachments and Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; Attachment 2: Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provisioning-Unbundled Network Elements; Attachment 8: Maintenance-Unbundled Network Elements.

49.0 Customer Inquiries

49.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

49.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 49.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

50.0 Disclaimer of Warranties

50.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

51.0 No Waiver

51.1 AT&T's agreement herein to accept less than fully operational electronic interfaces to operations support systems functions on and after January 1, 1997, will not be deemed a waiver of Section 251(c)(3) of the Act to receive such interfaces on that date.

52.0 Definitions

52.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

53.0 Resale

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

54.0 Unbundled Network Elements

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

55.0 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data

55.1 In connection with its Resale of services to AT&T, SWBT agrees to provide to AT&T Ordering and Provisioning Services, Maintenance Services, Connectivity Billing and Recording Services and Provision of Customer Usage Data Services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.

55.2 In connection with its furnishing Unbundled Networks Elements to AT&T, SWBT agrees to provide to AT&T Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 7, 8, 9 and 10, respectively.

56.0 Network Interconnection Architecture

56.1 Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties agree to utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. SWBT expressly recognizes that this provision and said Attachment are in no way intended to impair in any way AT&T's right to interconnect with unbundled Network Elements furnished by SWBT at any technically feasible point within SWBT's network, as provided in the Act.

57.0 Compensation for Delivery of Traffic

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

58.0 Ancillary Functions

58.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SWBT agrees to provide Ancillary Functions to AT&T as set forth in Attachment 13: Ancillary Functions.

59.0 Other Requirements and Attachments

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

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

60.0

Resale

Attachment 1: Resale

Appendix Services/Pricing

Exhibit A: SWBT's Telecommunications Services Available for Resale

Exhibit B: SWBT's Other Services Available for Resale

Appendix Customized Routing-Resale

Appendix DA-Resale

Appendix OS-Resale

Appendix White Pages (WP)-Resale

Attachment 2: Ordering and Provisioning-Resale

Attachment 3: Maintenance-Resale

Attachment 4: Connectivity Billing-Resale

Attachment 5: Provision of Customer Usage Data-Resale

Unbundled Network Elements

Attachment 6: Unbundled Network Elements (UNE)

Appendix Pricing-UNE

Appendix Pricing-UNE Schedule of Prices

Attachment 7: Ordering and Provisioning-UNE

Attachment 8: Maintenance-UNE

Attachment 9: Billing-Other

Attachment 10: Provision of Customer Usage Data-UNE

Network Interconnection Architecture and Compensation

Attachment 11: Network Interconnection Architecture

Appendix Interconnection Trunking Requirement (ITR)

Appendix Network Interconnection Methods (NIM)

Appendix SS7 Interconnection

Attachment 12: Compensation

Appendix Cellular
Appendix FGA

Ancillary Functions

Attachment 13: Ancillary Functions
Appendix Collocation
Appendix Poles, Conduit, ROW

Other Requirements

Attachment 14: Interim Number Portability
Attachment 15: E911
Attachment 16: Network Security and Law Enforcement
Attachment 17: Failure to Meet Performance Criteria
Attachment 18: Mutual Exchange of Directory Listing Information
Attachment 19: White Pages-Other (WP-O)
Attachment 20: Clearinghouse
Attachment 21: Numbering
Attachment 22: DA-Facilities Based
Attachment 23: OS-Facilities Based
Attachment 24: Recording-Facilities Based

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

Sign and Print Name: Date

Sign and Print Name: Date

Position/Title
AT&T Communications
of the Southwest, Inc.

Position/Title
Southwestern Bell Telephone
Company

ATTACHMENT 1: RESALE

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

1.0 General Requirements

- 1.1 At the request of AT&T, and pursuant to the requirements of the Act, any telecommunications service that SWBT currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to AT&T by SWBT in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
- 1.2 SWBT will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
- 1.3 SWBT will make available to AT&T for resale Customer Service Contracts, (e.g., FDDI), Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Exhibit Services and Pricing to Appendix Services/Pricing of this Attachment at the wholesale discount rates shown therein. Except as otherwise expressed herein, SWBT also will make available for resale to AT&T at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SWBT and not listed in Exhibit Services and Pricing.
- 1.4 SWBT will make available to AT&T for resale SWBT's Bill Plus and Consolidated Billing service at a discount of five per cent (5%) off of SWBT's tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SWBT charges its subscribers).
- 1.5 SWBT will make available to AT&T for resale the following SWBT services at SWBT's tariffed rate for each service (or in the event a service is not tariffed, at the rate SWBT charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services
- Telecommunications Service Priority Systems
- Access Services
- Wireless Carrier Interconnection Services
- Exchange Interconnection Services
- Distance Learning
- Shared Tenant Services (currently tariffed as "Shared Use")

1.5.1 The Distance Learning discount is an addition to the discounts for the underlined services provided. Suspension of Service discounts apply to the discounted rate for the underlying service.

1.6 The following services are not being made available by SWBT to AT&T for resale.

- BDS/LAN
- Customer Premises Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring Products
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

1.7 Telecommunications Services will be resold by SWBT to AT&T on terms and conditions that are reasonable and nondiscriminatory.

1.8 Directory Assistance and Operator Services.

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

1.9 Directory Listings Requirements.

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

- 1.10 Unless otherwise provided in this Agreement, SWBT will perform all of its obligations hereunder throughout the entire service area where SWBT is the incumbent local exchange carrier. SWBT will provide the services covered by this Attachment subject to the availability of facilities in this state.
- 1.11 AT&T may at any time add or delete features to or relocate the Resale services for AT&T's customers except for grandfathered services. However, AT&T may only offer grandfathered services to customers that are eligible to receive grandfathered services from SWBT.
- 1.12
- 1.12
- 1.13 AT&T may terminate any Resale service within the period specified for termination of such Resale service in SWBT's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.

2.0 Branding

- 2.1 AT&T is free to brand the Resale services that SWBT provides to AT&T under the provisions of this Agreement. SWBT will not brand such Resale services provided to AT&T under this Agreement as being SWBT's services, although certain SWBT retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
 - 2.1.1 SWBT offers certain retail services that utilize electronic branding to designate the services as SWBT retail services. Subject to applicable law, to the extent such services are made available for resale to AT&T customers, AT&T may request SWBT to rebrand such services as AT&T services or to offer them without a brand. SWBT will review such requests in a timely manner and provide a cost estimate. AT&T agrees to reimburse SWBT for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet AT&T's needs. AT&T must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SWBT as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SWBT agrees to reimburse AT&T for a reasonable portion of its costs.
- 2.2 AT&T will provide the exclusive interface to AT&T Customers in connection with the marketing, offering or provision of AT&T services, except as otherwise provided in this

Agreement. In those instances where SWBT personnel interface directly with AT&T customers in respect to installation, maintenance and repair services in connection with providing Resale services to AT&T, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of AT&T.

- 2.3 “AT&T branded” materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with AT&T’s customers, will be furnished to SWBT by and at the sole expense of AT&T. SWBT will not rebrand its vehicles and personnel. Other provisions regarding branding of written materials provided by SWBT to AT&T’s customers are set forth in Attachments 2 and 3. AT&T will provide a single point of contact so that SWBT, including individual SWBT technicians, can order “AT&T branded” materials via a toll free telephone number provided by AT&T, for delivery to an address specified by SWBT or the technician.
- 2.4 AT&T will not, without SWBT’s written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates.

3.0 Change of Local Service Provider

- 3.1 With respect to the procedures to be used to change a local exchange service customer from SWBT or another LSP to AT&T, SWBT will charge AT&T a manual order rate of \$12.00. In an electronic interface environment, an interim \$5.00 charge will apply, subject to cost studies necessary to set a permanent rate.
- 3.2 If an AT&T end user customer adds features or services when the end user customer changes their resold local service from SWBT or another LSP to AT&T, SWBT will charge AT&T the customer change charge and any applicable wholesale non-recurring charges for the features and services added.
- 3.3 Upon an end-user’s subscription to AT&T local Resale service, SWBT will promptly remove from the LIDB any SWBT-assigned telephone line-based calling card number (TLN) applicable to that end-user, if AT&T so requests.

4.0 Pricing

- 4.1 The prices charged or discounts applied to AT&T for Resale service are set forth in Appendix Services/Pricing.
- 4.2 Promotions of Resale services of more than 90 days will be made available to AT&T on terms and conditions no less favorable than those SWBT makes available to its customers and will be made available at the avoided cost discount from the promotional rate.

5.0 Resale Qualifications

- 5.1 AT&T will resell these telecommunications services only to the same class of customer to which SWBT sells the services, e.g. residence service may not be resold to business customers. AT&T may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent AT&T resells services that require certification on the part of the buyer, AT&T will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 5.2 SWBT is not required to make services available for resale at wholesale rates to AT&T for its own use.
- 5.3 AT&T will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that AT&T may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 Dialing Parity

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

7.0 Notification/Changes in Retail Service

- 7.1 SWBT will notify AT&T of all new services and changes to tariffed services at the same time SWBT releases its internal Preliminary Rate Authority (PRA).
- 7.2 SWBT will incur no liability to AT&T if the new service or product or change to tariffed services is not ultimately offered by SWBT in the ordinary course of business or approved by the State Commission.