

Exhibit 1

May 13, 1999 Letter from SWBT



May 13, 1999

CCCTX, Inc. d/b/a CONNECT!
Attn: Bill Jester
124 W. Capitol S-250
Little Rock, AR 72201

Dear Mr. Jester:

Consistent with a long line of FCC decisions, Southwestern Bell Telephone Company ("SWBT") has always maintained that Internet traffic is interstate and not subject to the reciprocal compensation provisions of our Interconnection Agreement. We think it is desirable to expressly reflect this understanding which recently has been confirmed in two separate FCC orders, and other timely matters including but not limited to those itemized below, in any on-going Interconnection Agreement between our companies.

- General Terms and Conditions
- Unbundled Network Elements
- Term
- Performance Measurements

As you know, the term of our current Interconnection Agreement in Texas which was approved on April 26, 1999, expires on January 22, 2000. Therefore, pursuant to Section 4.1, this letter will serve as your official notice that SWBT intends to terminate its existing Interconnection Agreement with CCCTX, Inc d/b/a CONNECT! ("CCCTX") effective on that expiration date.

Alternatively, at your election, SWBT will immediately commence renegotiation of a new interconnection agreement. In the event CCCTX desires to renegotiate a new interconnection agreement, the terms of our existing Interconnection Agreement shall continue without interruption pursuant to Section 4.2.

To insure we have sufficient time to accommodate whichever choice CCCTX prefers, please notify SWBT pursuant to Section 4.1 of CCCTX' intent. Thank you for your attention to this matter. If you have any questions, please call Pat Bonham at 214-464-8710. SWBT looks forward to hearing from you soon.

Sincerely,

Exhibit 2

October 11, 1999 Letter from Connect!



✓ 10/25
Oct. 25
10/25/99

Connect.com
Cindy Lee, Manager of Regulatory Affairs
124 W. Capitol, Suite 250
Little Rock, AR 72201
Phone: 501-401-7760
Fax: 501-401-7625

VIA OVERNIGHT MAIL

October 11, 1999

Ms. Janice O. Krzesinski
Lead Negotiator
Southwestern Bell Telephone
Four Bell Plaza, 7th Floor
311 S. Akard St.
Dallas, TX 75202-5398

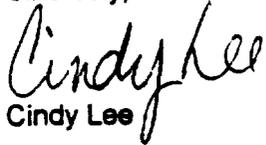
Dear Ms. Krzesinski:

As you are aware, Section 252(i) of the Telecommunications Act of 1996 requires that "A local exchange carrier shall make available any interconnection service . . . upon the same terms and conditions as those provided in the agreement." CCCTX, Inc., d/b/a Connect! requests that your company accept this letter as a formal request acknowledging Connect's intention to adopt into the existing Interconnection Agreement between Southwestern Bell Telephone and MFS Intelenet for the state of Texas. This agreement was effective on 10/15/96; and although it had an expiration date of 10/15/98, we have record of a recently filed amendment to this agreement and thus feel that it is still a "live" agreement and therefore available for adoption under Section 252(I).

Upon preparation of the new agreement, please return the copy of my attention at Connect! for signature and subsequent filing with the Texas Public Utility Commission.

If you have any questions, please give me a call at (501) 401-7760.

Sincerely,


Cindy Lee

Cc: Bill Jester - Connect!
Jesus Sifuentes, Casey, Gentz & Sifuentes, LLP

Exhibit 3

October 13, 1999 Letter from SWBT

COPY.

*Deb
Cindy*

J. G. Krzesinski
Lead Negotiator
Local Provider Account Team

Southwestern Bell Telephone
Four Bell Plaza, 7th Floor
311 S. Akard Street
Dallas, Texas 75202-5398
Phone 214 464-2447
Fax 214 464-1486
Email: jk5329@txmail.sbc.com



October 13, 1999

CCCTX, Inc. d/b/a CONNECT!
Attn: Cindy Lee
Manager of Regulatory Affairs
124 W. Capitol, Suite 250
Little Rock, AR 72201

RE: Negotiations of a successor Interconnection Agreement ("IA") between Southwestern Bell Telephone ("SWBT") and CCCTX, Inc. d/b/a CONNECT! ("CONNECT!")

Dear Ms. Lee:

I have received your October 11, 1999 request for CONNECT! to opt into the MFS/SWBT Interconnection Agreement in Texas, as the IA between CONNECT! and SWBT. As you correctly note, the MFS/SWBT Agreement expired on 10/15/98. Further, it is currently subject to the terms and conditions re: NonRenewal and Renegotiations delineated in that Agreement. As such, it is no longer available for opting into.

Please let me know of any other Agreement that is currently available for opting into, that CONNECT! may be interested in. Again, my team would be happy to meet with you to discuss the rates, terms and conditions of the IA or as an alternative, CONNECT!'s Account Manager, Pat Bonham, can provide you with SWBT's newest generic offering.

Lastly, the Texas 271 Agreement ("T2A") was approved by the PUC on October 6, 1999 and should be available once a Written Order ("the Order") is issued by the PUC. When the Order is issued, information will be added to the SWBT CLEC Website detailing the steps for CLECs to use to obtain the T2A. Ms. Bonham is also available to answer any questions you may have re: obtaining a T2A as the IA. She can be reached at 214-464-8710.

Sincerely,

J. G. Krzesinski

CC: Pat Bonham
Errol Phipps, Attorney

Exhibit 4

October 20, 1999 Letter from Connect!

Casey, Gentz & Sifuentes, L.L.P.

919 Congress Ave., Ste. 1060
Austin, Texas 78701
Telephone (512) 480-9900
Facsimile (512) 480-9200

Legislative Consultant: Kathy Grant*

*Not licensed to practice law

Robin A. Casey
Susan C. Gentz
Jesús Sifuentes
Diane M. Barlow
Eric H. Drummond
Miguel A. Huerra
Valerie P. Kirk
Rina Y. Hartline

October 20, 1999

VIA FACSIMILE - (214) 464-1486
followed by U. S. Mail

Ms. Janice Krzesinski
Southwestern Bell Telephone Company
Four Bell Plaza, 7th Floor
311 S. Akard Street
Dallas, Texas 75202-5398

RE: CCCTX, Inc. d/b/a Connect! MFN request

Dear Ms. Krzesinski:

Connect! is in receipt of your October 13, 1999 letter in which you reject Connect!'s request to MFN into the MFS/SWBT agreement (the "Agreement"). Connect! strongly disagrees with your conclusion that the MFS agreement is no longer available for opting into. Connect! hereby renews its request that SWBT make the Agreement available to Connect! as required under sec. 252(i) of the Federal Telecommunications Act of 1996.

Connect! believes that the MFS Agreement is available for opting into under sec. 252(i) of the FTA for several reasons. First, the Agreement meets the straightforward MFN requirements of sec. 252(i). Second, SWBT and MFS continue to operate under the interconnection terms of the Agreement even one year past the "expiration date" of October 15, 1998 in the Agreement. Third, SWBT and MFS just recently have amended the Agreement, evidencing not only that the Agreement is in effect, but also that the parties expect the Agreement to continue in effect.

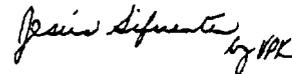
Connect!'s request to opt into the MFS agreement meets the straight forward requirements in the FTA. As you know, the only requirements in sec. 252(i) of the FTA are: (1) that the agreement be approved under section 252; (2) that the ILEC be a party to the agreement; and (3) that the agreement be made available under the same terms and conditions to the requesting carrier. The Agreement, dated as of July 16, 1996, was approved by the Texas PUC under sec. 252, and SWBT is a party to the Agreement. Furthermore, Connect! has requested the same terms and conditions as those provided to MFS.

Ms. Janice Krzesinski
October 20, 1999 --
Page 2

Connect! views your refusal to make available to it the MFS agreement as a blatant violation of sec. 252(i) of the FTA. Your actions also are unreasonably discriminatory against Connect! in violation of FTA sec. 251(c)(2)(D) and Texas Utilities Code sec. 60.001. If SWBT continues to refuse to make available the MFS agreement to Connect!, we will have no choice but to seek legal remedy with the appropriate regulatory agencies or in federal court.

Please let me know immediately what your final response is so that we can proceed with the next appropriate step. As you know we are anxious to resolve this issue, and cannot wait past October 29, 1999, for your response. I look forward to your prompt response.

Sincerely,

A handwritten signature in cursive script that reads "Jesús Sifuentes" followed by a small mark that appears to be "by HPK".

Jesús Sifuentes

Exhibit 5

October 29, 1999 Letter from SWBT



NOV 01 1999

October 29, 1999

VIA FACSIMILE AND MAIL (512) 480-9200

Mr. Jesús Sifuentes
Casey, Gentz & Sifuentes, L.L.P.
919 Congress Avenue, Suite 1060
Austin, Texas 78701

Re: CCCTX, Inc. d/b/a Connect! ("CCCTX") MFN request

Dear Mr. Sifuentes:

I am writing in response to your October 20, 1999 letter to Ms. Janice Krzesinski regarding the above-referenced matter. Pursuant to 47 C.F.R. § 51.809(c), Southwestern Bell is only required to make agreements available for adoption (MFN) for a reasonable period of time. It is Southwestern Bell's position that an agreement is available for adoption up to the point in time it has expired or has been noticed for termination/renewal. The MFS/SWBT Interconnection Agreement in Texas expired on October 11, 1998 and has been noticed for renegotiations. Therefore, it is our position that the MFS/SWBT Interconnection Agreement is no longer available for adoption. Southwestern Bell's position in no way violates § 252(i) of the FTA. Additionally, Southwestern Bell's position is reasonable and nondiscriminatory.

Given your direct correspondence to my client without copying me, I think it might be helpful to reach an agreement concerning communications between lawyers and non-lawyers. Rule 4.02 of the Texas Disciplinary Rules of Professional Conduct prohibits a lawyer from sending an e-mail or letter to a non-lawyer represented by an attorney even if the attorney is carbon copied on the letter or is also the addressee on the e-mail or letter. Rule 4.02 also prohibits a lawyer from sending an e-mail or letter to a lawyer and carbon copying that lawyer's client on such letter. In both instances, a lawyer is obligated to obtain the other attorney's consent *prior to* sending such correspondence. As a result, I propose the following for contacts between lawyers and non-lawyers.

Unless an attorney for CCCTX directs otherwise, an attorney for Southwestern Bell may send a written communication (including an E-Mail) to a non-lawyer of CCCTX, without obtaining the express permission of a CCCTX attorney, so long as such communication is also sent simultaneously to a CCCTX attorney (i.e., to the CCCTX attorney as addressee or as a carbon copy). Similarly, unless an attorney for Southwestern Bell directs otherwise, an attorney for CCCTX may send a written communication (including an E-Mail) to a non-lawyer of Southwestern Bell, without obtaining the express written permission of a Southwestern Bell attorney, so long as the communication is also sent simultaneously to a Southwestern Bell attorney (i.e., to the attorney as addressee or as a carbon copy). Additionally, a lawyer for CCCTX may contact a Southwestern Bell non-lawyer by telephone without the Southwestern Bell attorney also being present on the line for the sole purpose of scheduling upcoming meetings. Likewise, a lawyer for Southwestern Bell may contact a CCCTX non-lawyer by telephone without the CCCTX attorney also being present on the line for the sole purpose of scheduling upcoming meetings. All other telephone contacts by lawyers must be made through counsel for the other party.

Mr. Jesus Sifuentes
October 29, 1999
Page 2 --

Please acknowledge your agreement to the foregoing in writing. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Earl S. Rupp". The signature is written in a cursive style with a large initial "E" and a distinct "R".

cc: Ms. Janice O. Krzesinski

Exhibit 6

November 22, 1999 Letter from SWBT

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

RICHARD M. RINDLER
DIRECT DIAL (202) 424-7771
RRINDLER@SWIDLAW.COM

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
(212) 758-9500 FAX (212) 758-9526

November 22, 1999

VIA FACSIMILE

Mr. Errol S. Phipps
Southwestern Bell Telephone
One Bell Plaza
P.O. Box 855521
Dallas, Texas

Dear Mr. Phipps:

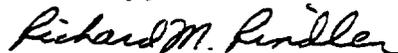
I am writing you on behalf of CCCTX, Inc. d/b/a Connect! At this time I would like to address SWB's apparent refusal to provision trunks for Connect! in Austin, Houston, San Antonio and Dallas. It is my understanding that SWB has raised a concern that the trunks will interconnect with Lucent equipment, which SWB contends only allows for one way traffic. Despite assurances from Connect! and an offer to work with SWB to verify the nature of the equipment, SWB has simply flatly refused to provision these sites.

Apparently, Pat Bonham has taken the position that under 252(c)(2), SWB is only required to interconnect with "two way equipment". As you are fully aware, even if this equipment were not two way equipment - which I have been assured it is - nothing in 251(c)(2), or for that matter anywhere else in the Act, that would provide any basis for a refusal by SWB to interconnect with Connect!.

It is my understanding that SWB's refusal to interconnect, premised on an unreasonable and clearly misplaced reliance on 251(c)(2), will if not promptly reversed result in a delay in Connect's ability to initiate service in Austin, Dallas, San Antonio and Houston. Given the totally unsupported basis for this delay, Connect! can only attribute it to SWB's intent to delay the introduction of competition in these markets.

Accordingly, please advise me today of SWB's basis for refusing to interconnect with Connect! in Austin, Dallas and Houston. Absent some supportable basis for this delay, Connect! will have to take appropriate action to prevent impairment of it's entry into these cities.

Sincerely yours,



Richard M. Rindler

cc: Bill Jester
Cindy Lee
Ramona Maxwell

11/22/99 MON 10:17 [TX/RX NO 7878]

Exhibit 7

November 23, 1999 Letters from Connect! and Lucent

VIA FACSIMILE

November 23, 1999

Mr. Larry Cooper
Executive Director- Competitive Provider
Four Bell Plaza
Room 840
Dallas, TX 75202-5398

Re: CCCTX, Inc. d/b/a Connect!: Houston, Austin, Dallas and San Antonio

Dear Mr. Cooper:

The purpose of this letter is to address and hopefully finalize the concerns raised by Southwestern Bell ("SWB") regarding the functionality of Lucent's equipment purchased by Connect!.

Pat Bonham contends that SWB's refusal to interconnect, is based on SWB's belief that this particular piece of equipment can not originate calls, and that it is for receiving calls only. Despite my assurances to the contrary, Ms. Bonham has requested supporting documentation from Lucent Technologies.

Pursuant to Ms. Bonham's request I am providing a letter addressed to you from John English, Senior Production Manager for Lucent Technologies. Upon your review, I believe you will find that Mr. English has addressed SWB's concerns sufficiently. In addition to Mr. English's letter I am also enclosing information that describes features and functions of this particular product of Lucent.

In the spirit of cooperation, Connect! has gone to great lengths to promptly respond to SWB's questions and concerns. However, it is Connect!'s stance that in accumulating this information for SWB, it has delayed Connect!'s deployment by several weeks. With this information provided to SWB as requested, Connect! is requesting that interconnection begin promptly the morning of November 29, 1999, without further delay.

124 West Capitol Ave.
Suite 250
Little Rock, AR 72201
501.401.7700
Fax: 501.401.7799

Mr. Larry Cooper --
November 23, 1999
Page Two

Should you have any questions, please do not hesitate to call me at the above referenced telephone number.

Sincerely,



Bill Jester
Director of Operations/Vice President

BJ/rmm

cc: Errol Phipps
Richard Rindler
Pat Bonham

enc.

Lucent Technologies
Bell Labs Innovations



55 Fairbanks Boulevard
Marlboro, MA 01752-1298 USA

November 23, 1999

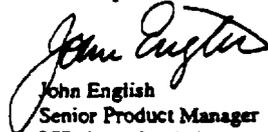
Mr. Larry Cooper
Executive Director - CLEC'S
Southwestern Bell
Four Bell Plaza, Room 840
Dallas, TX 75202

Dear Mr. Cooper,

I have been requested by Connect! to validate the platform and software they have purchased and deployed. Currently, Connect! has Lucent TNT's deployed throughout their network controlled by Lucent's ICD for softswitch software release 3.1. This release contains the functionality to perform "TDM switching" features. Specifically, this product allows users of this equipment to originate and terminate calls to the PSTN.

Please be assured that this product provides the TDM Switching functionality in question. Any further questions concerning Connect!'s architecture should be addressed to their executive management.

Sincerely,


John English
Senior Product Manager
ICD for softswitch

cc: Errol Phipps, Southwestern Bell Attorney
Richard Rindler, Swidler Berlin

TOTAL P.02



Frequently Asked Questions (FAQs)

ICD for softswitch

1. What is ICD for softswitch?

The ICD for softswitch (ICD) combines a carrier-class, fault-tolerant hardware platform, full SS7 capabilities, plus integration with the Lucent MAX TNT™ remote access switches to provide the industry's first end-to-end solution that transparently routes calls between voice and data networks. By enabling remote access equipment to communicate with carriers' SS7 networks, the ICD supports the redirection of resource-consuming traffic from the public switched telephone network (PSTN) directly onto data networks. Service providers gain the capability to end call busy signals.

TDM Switching: In addition to routing data calls to an IP network can route voice calls to the PSTN (SS7 voice network). Carriers gain the flexibility to handle both types of calls without costly investments in additional circuit switches.

- **Number Portability:** ICD is ideal for deployment in markets where number portability is mandated by regulators. When the ICD receives a call for which a number portability query needs to be performed, it has the intelligence to initiate a query to the relevant number portability database. The call goes through and regulatory compliance is assured.

2. What is the Lucent Softswitch product?

The Lucent Technologies Lucent Softswitch is a Bell Labs-developed "software switch" which addresses the convergence of the PSTN and IP networks through a fully open and programmable software architecture capable of interoperability with multiple computing and operating systems. Lucent Softswitch leverages existing investments in billing systems, management systems services and applications.

3. How does ICD for softswitch relate to the Lucent Softswitch product?

Customers purchasing ICD for softswitch will be able to leverage their initial investment with a clear roadmap to Lucent Softswitch, integrate existing legacy Intelligent Network services, plus offer a new level of next-generation, packet-based services.

4. What is TDM Switching?

In addition to routing data calls to an IP network, the Lucent ICD for softswitch provides a TDM switching application that enables voice calls to be routed seamlessly to the SS7 voice network. The combination gives service providers the flexibility to handle voice as well as data traffic using the same network resources, without investing in costly circuit switches that would otherwise be required to process voice calls. You also benefit from simpler operation, because you need not manage separate data and voice resources in parallel.

For CLECs, and new service providers, TDM switching also affords the option to use more affordable, flexible generic trunks instead of choosing more expensive data-only trunks.

For ILECs, PTTs, or IXC's, the primary benefit is further optimization of the existing network architecture by supplementing application benefits. In addition, carriers can use TDM switching to provide additional customer service and exception handling. If a call cannot be handled, it can be routed to a service node with an interactive voice response service announcement conveyed to the calling customer.

5. What is Number Portability?

The number portability application is delivered through the Lucent ICD for softswitch solution. Number portability helps carriers achieve and maintain mandated regulatory compliance. When customers change their local telecommunications carrier but wish to keep their existing phone numbers, number portability enables a service provider to process calls to these customers by translating dialed numbers to routing numbers.

With ICD Lucent leads the industry in implementing the necessary SS7 Transaction Capability Application Control Part (TCAP) protocol capabilities in a signaling gateway. TCAP functionality is required to perform the database query that supplies routing information—a must for processing calls to ported numbers.

The ICD for softswitch currently implements the Location Routing Number (LRN) access method for North American number portability. As a result, it also supports thousands block number pooling, a number administration and assignment process that allocates numbering resources to a shared pool within a designated geographic area. For carriers outside North America, ICD for softswitch can be modified to support the local method of implementing number portability.

6. What applications does the ICD for softswitch provide?

The ICD for softswitch, formerly known as the Ascend SS7 Gateway, is the first commercially available, standards-based Signaling System 7 (SS7) gateway to alleviate congestion on voice networks by diverting voice and data calls away from circuit switches. ICD for softswitch solutions deliver five key applications for carriers wishing to migrate to next-generation network functionality. See questions 1 and 2 for further information.

7. Is the ICD for softswitch standards compliant?

ICD is a fully open, standards-compliant solution that assures an open interface between the PSTN and data networks. Support for emerging and established Telcordia generic requirements and ANSI and ITU standards are included.

8. What standards does the Lucent's SS7 infrastructure software, SINAP, support?

The Lucent SINAP product is an open, standards-compliant SS7 protocol stack. It supports ANSI 1992 and ITU white book 1993 standards, allowing easy integration across global networks. Many country-specific ITU variants (plus TTC for Japan and China) are available and additional variants are under development. The SS7 stack is also compliant with standards for MTP through ISUP layers, plus TCAP/INAP requirements.

9. How are the ICD for softswitch solutions fault-tolerant?

The ICD solution uses the Lucent DNCP™ fault-tolerant computing platform which is designed for trouble-free setup, robust processing and 99.999% availability. All computation, storage and internal I/O operations run in parallel on duplexed DNCP hardware. Each circuit board continually checks itself for hardware (CPU, memory, and I/O) errors. If a logic fault is detected, the system stops the faulty board instantly. The duplex partner board continues processing uninterrupted.

10. What type of service and support does Lucent provide for the ICD for softswitch solutions?

The ICD solution operates on the DNCP fault-tolerant platform which offers built-in reliability and 24x7 serviceability to assure virtually uninterrupted service. The DNCP platform monitors and diagnoses its own operation, automatically alerting the Lucent Technical Assistance Center at the first sign of a potential

problem. If necessary, a replacement part is dispatched to arrive the next business day and is customer installable without interrupting the system's operation. All major components of the fault-tolerant hardware platform, including processors, disks, and power supplies are fully duplicated to assure virtually uninterrupted operation even in the event of a component failure. In addition, the DNCP includes sophisticated power-up diagnostics, duplicated ECC-protected memory, duplicated disks, and SCSI controllers to prevent data corruption.

Lucent also provides comprehensive NetCare® professional services to aid in systems integration and address unique requirements that may require customization. The NetCare group is fully qualified in SS7 and Intelligent Network implementations.

11. How does the ICD solution fit within Lucent's overall product families?

First, the ICD for softswitch is fully integrated with the market-leading Lucent's MAX TNT WAN access switches to provide the industry's only comprehensive solution for transparently routing calls between voice and data networks.

In addition, the ICD for softswitch is a building block for Lucent Softswitch, a Bell Labs-developed "software switch" which addresses the convergence of the PSTN and IP networks through a fully open and programmable software architecture capable of interoperability with multiple computing and operating systems. Lucent Softswitch leverages existing investments in billing systems, management systems services and applications. Future applications on Lucent Softswitch will enable implementation of such enhanced services as unified messaging, fax over IP, Web call center, prepaid, enhanced number services, and voice messaging.

Customers purchasing ICD for softswitch will be able to leverage their initial investment with a clear roadmap to Lucent Softswitch, integrate existing legacy Intelligent Network services, plus offer a new level of next-generation, packet-based services.

12. Can the ICD for softswitch solution be integrated with other remote access switching solutions?

The ICD currently supports the Lucent MAX TNT remote access switches. ICD a fully open, standards-based solution which is designed to be integrated into a multi-vendor environment.

13. What functions do the Lucent MAX TNT WAN remote access switches provide?

The industry-leading MAX TNT carrier-class WAN access switches work with the ICD and solution, providing industry's only end-to-end solution for transparently routing voice and data calls from circuit switching based PSTN to the IP-based next-generation networks..

14. Is the ICD for softswitch solution a true, carrier-class solution?

Yes, ICD for softswitch is a carrier-class solution enabling smooth deployment within the network. Carriers implementing the ICD for softswitch solutions use Lucent's DNCP platform that is offered for both AC-powered, enterprise environments, and DC-Powered, central office environments. The DNCP central office compliant platform meets Network Equipment Building System (NEBS), European Telecommunications Standards Institute (ETSI™), and other standard specifications for computer equipment in central office and switching environments worldwide. It is an open hardware and software system using industry standard PCI I/O and the HP-UX operating system.

15. What are the SS7 capabilities of the ICD for softswitch?

The ICD SS7 infrastructure software, the Lucent SINAP product, is a full, UNIX®-based implementation of the SS7 protocols for building and linking Intelligent Network elements. SINAP employs industry-standard (ANSI 1992) SS7 signaling to setup and tear down calls, a prerequisite for transparently routing calls between voice and data networks. In addition, SINAP supports ANSI 1992 and ITU white book 1993 standards, allowing easy integration across global networks. Many country-specific ITU variants are available and additional variants are under development. SINAP is also compliant with standards for MTP through ISUP layers.

16. What are the benefits of ICD for softswitch solutions?

The key features and benefits of ICD for softswitch include:

Applications

- ❑ **TDM Switching application** provides pre-screening and routing of all calls — data and voice; carriers maximize existing network architecture without costly investments in circuit switches
- ❑ **Number Portability application** allows carriers to meet local regulatory requirements for handling number portability queries.
- ❑ **Complete call processing** performs set-up and tear-down of all calls, and SS7 call routing with a capacity of 500K Busy Hour Call Attempts (BHCA) for a 200K port configuration.
- ❑ **SNMP management via NavisAccess™** allows carriers to easily monitor and manage ICD for softswitch in a live network.
- ❑ **Industry-standard SS7 capabilities using Lucent's SINAP™ with Multistack SS7 option** allows four different stacks, each with its own point code and variant, to run on single system—enabling multiple SS7 ISUP variants to run concurrently and increasing the number of point codes supported simultaneously.
- ❑ **Basic voice announcements** to allow messaging to customers for exception events.
- ❑ **Basic voice announcements** to allow messaging to customers for exception events.
- ❑ **Milliwatt tone testing** supplied to support voice call processing

Exhibit 8

November 23, 1999 Letter from Connect!



Connect.com
Cindy Lee, Manager of Regulatory & Legal Affairs
124 W. Capitol, Suite 250
Little Rock, AR 72201
Phone: 501-401-7760
Fax: 501-401-7625

VIA EMAIL AND OVERNIGHT MAIL

November 23, 1999

Ms. Pat Bonham
Account Manager
Southwestern Bell Telephone
Four Bell Plaza, 7th Floor
311 S. Akard St.
Dallas, TX 75202-5398

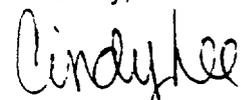
Dear Pat:

As you are aware, Section 252(i) of the Telecommunications Act of 1996 requires that "A local exchange carrier shall make available any interconnection service . . . upon the same terms and conditions as those provided in the agreement." CCCTX, Inc., d/b/a Connect! requests that your company accept this letter as a formal request acknowledging Connect's intention to adopt into the existing Interconnection Agreement between Southwestern Bell Telephone and Intermedia Communications, Inc. for the state of Texas.

Upon preparation of the new agreement, please return the copy of my attention at Connect! for signature and subsequent filing with the Texas Public Utility Commission.

If you have any questions, please give me a call at (501) 401-7760.

Sincerely,


Cindy Lee

Cc: Bill Jester - Connect!
Richard Rindler - Swidler Berlin Shereff and Friedman

Exhibit 9

November 30, 1999 Letter from SWBT

File in correspondence

Attorney

One Bell Plaza, Room 2000
P.O. Box 056521
Dallas, Texas 75265-5521
Phone 214 464-8547
Fax 214 464-2850



re: Bill
Virginia
Phillip
Ramona

November 30, 1998

VIA FACSIMILE

Mr. Richard M. Rindler
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, D.C. 20007-5166

Re: CCCTX, Inc. d/b/a Connect! ("Connect")

Dear Mr. Rindler:

This is in response to your November 22, 1999 letter to me and Bill Jester's November 23, 1999 letter to Larry Cooper relating to Connect's request to interconnect its Lucent ASG/TNT equipment with Southwestern Bell Telephone Company's ("SWBT") public switched network in Austin, Dallas, Houston, and San Antonio.

As I previously advised you, SWBT remains willing to interconnect with Connect's Lucent ASG/TNT equipment. However, it is SWBT's position that such interconnection does not fall within the intent or scope of SWBT's current interconnection agreement with Connect. That agreement contains terms and conditions established in anticipation of the mutual exchange of telecommunications traffic (i.e., traffic flows on a two-way basis, associated 911 capabilities, etc.). In contrast, we understand that Connect's Lucent ASG/TNT equipment will be used predominantly, if not exclusively, to deliver calls to Internet Service Providers (ISPs), rather than for the mutual exchange of traditional telecommunications traffic. Thus, this interconnection arrangement is sufficiently different from existing interconnection arrangements to warrant negotiations concerning the appropriate terms and conditions of interconnection.

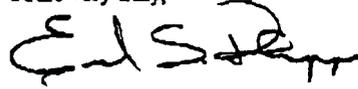
We understand that Connect may feel differently about the scope of the current agreement and recommend that the parties pursue our differences of opinion concerning this issue using the dispute resolution provisions of the current agreement. This will accommodate the immediate interconnection of Connect's equipment while permitting each party to fully pursue its positions with regard to the applicable technical attributes, intercarrier compensation and other terms and conditions associated with this interconnection.

In particular, SWBT will interconnect with the equipment and both parties agree to track the traffic until these issues are resolved by negotiation and/or arbitration. SWBT further will agree that Connect will not at this time be required to compensate SWBT for such interconnection in exchange for Connect's agreement to a true-up back to the date of interconnection once the issues are resolved by negotiation or arbitration. Likewise, SWBT will not pay Connect any terminating compensation for the traffic delivered to such internet gateway at this time, but SWBT will agree to a true-up back to the date of interconnection once the issues are resolved by negotiation and/or arbitration.

Finally, SWBT disputes Connect's assertion that SWBT has delayed Connect's ability to initiate service in Austin, Dallas, San Antonio, and Houston. SWBT will respond to Connect's allegations by separate letter.

We look forward to hearing from you and/or Connect and to continuing to work with Connect to promptly interconnect Connect's equipment as set forth above.

Yours very truly,



Cc: Larry B. Cooper

Exhibit 10

December 1, 1999 Letter from Connect!



Connect.com
Bill Jester, Director of Operations
124 W. Capitol, Suite 250
Little Rock, AR 72201
Phone: 501-401-7721
Fax: 501-401-7770

VIA FACSIMILE 214-464-1486

December 1, 1999

Pat Bonham
Four Bell Plaza
311 South Akard
Dallas, TX 75202-5398

Re: CCCTX, Inc. d/b/a Connect!
Interconnection: Houston, Dallas, San Antonio, and Austin

Dear Ms. Bonham:

On November 30, 1999, Marie Mitchell refused to accept ASR orders for Dallas and San Antonio. The basis for Ms. Mitchell's refusal is because she had not received an agreed upon Serving Plan from Southwestern Bell's network planning group. On the contrary, Connect! received an agreed upon Serving Plan for Dallas. Final revisions were submitted in November for the Houston, San Antonio and Austin Serving Plans.

Southwestern Bell now has all necessary information to expeditiously proceed with the interconnection process.

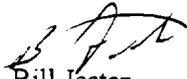
In accordance with Southwestern Bell's letter authored by Errol Phipps, dated November 30, 1999, Mr. Phipps has stated that Southwestern Bell is prepared to continue the interconnection process in Texas with Connect!. Please confirm that you are prepared to move forward and accelerate the interconnection process to make up for 2 weeks of lost time.

Please start processing the submitted ASR for Dallas immediately, and send a Serving Plan for San Antonio to Virginia Wallis-Creaseon today. Connect! will expect to have the Serving Plans sent to us for Houston and Austin this week.

Should you have any questions, please do not hesitate to call.

Pat Bonham
Page Two
December 1, 1999

Sincerely,



Bill Jester
Vice President/Director of Operations

/rmm vwc

cc: Errol Phipps
Rich Rindler
Larry Cooper

Exhibit 11

Voicemail and Email Correspondence



Virginia
Wallis-Creason

12/02/1999 01:30 PM

To: rmindler@swidlaw.com, Bill Jester/Connect@Connect, Cindy Lee/Connect@Connect, Ramona Maxwell/Connect@Connect, Phillip Kennedy/Connect@Connect

cc:

Subject: Transcription of Pat's voice message to Virginia



voice message 12. Attached is the transcription of Pat Bonham's, (SWB) voice message to me which has stopped all work on interconnection in Texas. I also have this conversation on a cassette tape.

Virginia Wallis Creason
Project Coordinator
Connect.Com

The preceding E-mail message contains information that is confidential, may be protected by attorney/client or applicable privileges, and may constitute non-public information. It is intended to be conveyed only to the designed recipient (s). If you are not an interested recipient of this message, please notify the sender at (501) 401-7755. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.

Southwester Bell-phone message to Virginia Wallis-Creaseon from Pat Bonham
12/1/99, 4:40 pm cst

Pat: "After reading the letter that Bill sent me, I'm preparing a response and will have it out either later this afternoon or tomorrow. I don't know that, from this letter that this is confirmation of agreement to the proposed conditions for interconnection. So, that's basically what I'm checking out at this point in time. This letter was sent to Errol Phipps and Larry Cooper also & I will verify that the information that I'm sending out to you is concurrent to our position. And if you have any further questions please call me."



Virginia
Wallis-Creason

12/01/1999 06:09
PM

To: pb9348@txmail.sbc.com

cc: rmrindler@swidlaw.com, Bill Jester/Connect@Connect, Cindy Lee/Connect@Connect, Ramona Maxwell/Connect@Connect

Subject: Texas interconnection

Pat,

We faxed a letter to you this morning acknowledging Southwestern Bell's intent to continue the interconnection process while legal issues were being resolved as stated in Mr. Phipps' letter.

In our telephone conversation at 2:30 this afternoon, you indicated that you would take steps in this direction by contacting the individual network leaders to continue the interconnection process between Connect! and Southwestern Bell.

I was very disappointed to hear the voice mail message you left on my phone at 4:40 stating that Southwestern Bell needed confirmation of our agreement to the proposed conditions for interconnection in Mr. Phipps' November 30th letter to Rich Rindler before proceeding with the process.

Connect! views Southwestern Bell's refusal to proceed with the interconnection process as further evidence that Southwestern Bell is intent on delaying and/or blocking Connect!'s entry into the market.

Virginia Wallis Creason
Project Coordinator
Connect.Com

The preceding E-mail message contains information that is confidential, may be protected by attorney/client or applicable privileges, and may constitute non-public information. It is intended to be conveyed only to the designed recipient (s). If you are not an interested recipient of this message, please notify the sender at (501) 401-7755. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.

Exhibit 12

December 1, 1999 Letter from SWBT



VIA FAX AND OVERNIGHT MAIL

December 1, 1999

CCCTX, Inc. d/b/a Connect!
ATTN: Cindy Lee
Manager of Regulatory & Legal Affairs
124 W. Capitol, Suite 250
Little Rock, AR 72201

RE: Negotiations of a successor Interconnection Agreement ("IA") between Southwestern Bell Telephone ("SWBT") and CCCTX, Inc. d/b/a Connect! ("Connect!")

Dear Ms. Lee:

Pat Bonham has forwarded your November 23, 1999, letter requesting Connect!'s MFN into the existing Intermedia Communications, Inc. (ICI)/SWBT Interconnection Agreement. Due to some occurrences of less-than-clear communications between our companies in the past, I want to take this opportunity to clarify SWBT's response to Connect!'s request.

SWBT is happy to process your request. Please be aware that ICI's existing agreement is the Texas 271 Agreement (T2A), approved on November 12, 1999. As a result, two options to reach the same end are available: 1) process the request as is; after both parties sign, the agreement will be filed by SWBT as an MFN and require 30-35 days to be approved by the TPUC; or 2) Connect! may simply order the T2A from the CLEC Website, receive an already-signed-by-SWBT hard copy of the agreement by the 5th business day of the order, sign it and then file it at the TPUC within 5 days of receipt from SWBT; the TPUC will approve it upon filing.

Please advise which choice Connect! prefers as SWBT stands ready to accommodate either choice.

Sincerely,

A handwritten signature in black ink, appearing to read "J. J. Krzemski".

CC: Pat Bonham
Errol Phipps

Exhibit 13

December 10, 1999 Letter from SWBT

Patricia Bonham
Account Manager
Local Provider Account Team

Southwestern Bell Telephone
511 S. Akard
Four Bell Plaza, 7th Floor
Dallas, Texas 75202
Phone 214 464-8710
Fax 214 464-1488
Email: pb9348@txmail.sbc.com



December 10, 1999

Ms. Stephanie Stone
Connect Communications Corporation
124 West Capitol, Suite 250
Little Rock, AR 72201

Dear Stephanie:

Enclosed is a copy of the Interconnection Agreement between SBC Companies and a CLEC that covers the 13-state SBC area for review. Please advise once Connect elects to execute this Agreement, and a specific copy with the correct name(s) will be produced for signatures. You may also contact me if Connect's staff would like to discuss the language in the Agreement so that I may schedule a meeting to do so.

Please contact me if you have any questions.

Sincerely,


Patricia Bonham

Enclosure

Exhibit 14

January 20, 2000 Letter from SWBT



VIA FACSIMILE, EMAIL AND CERTIFIED MAIL #Z 260 475 512

January 20, 2000

Mr. Bill Jester
Vice-President
CCCTX, Inc.
124 West Capital, Suite 250
Little Rock, AR 72201

Dear Mr. Jester,

This is in response to the letter dated January 17, 2000 from Richard M. Rindler and the Non Renewal Notice of the Interconnection Agreement between Southwestern Bell and CCCTX, Inc. in the state of Texas. On May 13, 1999, SWBT sent to you a written Notice of Non Renewal and Request for Negotiation, a copy of which is attached for your convenience. Since that time you have failed and refused to engage in negotiations for a successor Agreement in accordance with Sections 4.1 and 4.2 of the Agreement. Therefore, your Agreement with SWBT for the state of Texas will terminate on January 22, 2000. No further Orders will be processed unless or until we are able to reach agreement on the terms and conditions to apply after January 22, 2000. Since you have no end user customers, there will be no need for a plan to move customers to another provider. However, I do understand that you have been testing some trunks. These trunks will not be turned up for live traffic.

In the event Connect is interested in immediately available terms and conditions for the period between now and when a successor Agreement could be negotiated, SWBT suggests that Connect consider adopting the T2A. Connect will find that Agreement very similar to the Agreement that Connect had been operating under. Should you wish to pursue this avenue, the T2A can be made available and be approved within 10 business days. If Connect elects this avenue, you may access the SBC web site at: <https://clec.sbc.com>, and either email your request from the web site or download the order form and fax the request to 1-800-404-4548. The SWBT signed copy will be forwarded to you within 5 business days and you will be responsible for filing the agreement with the TPUC.

Sincerely,

Enclosure

Exhibit 15

January 21, 2000 Letter from Connect!



Connect.com
Bill Jester,
Director of Operations
124 W. Capitol, Suite 250
Little Rock, AR 72201
Phone: 501-401-7770
Fax: 501-401-7625

January 21, 2000

VIA FACSIMILE,
Electronic Mail
Confirmation Copy by U.S. Mail

Ms. Patricia Bonham
Account Manager – Local Provider Account Team
Southwestern Bell Telephone Company
Four Bell Plaza, 7th Floor
311 S. Akard
Dallas, Texas 75202

Re: Interconnection Agreement between CCCTX, Inc. and Southwestern
Bell Telephone Company, executed February 9, 1999

Dear Ms. Bonham:

I am in receipt of your unsigned letter to me dated January 20, 2000, declaring that the referenced Agreement will terminate on January 22, 2000 and that no "further Orders will be processed unless or until we are able to reach agreement on the terms and conditions to apply after January 22, 2000." The apparent basis for your declaration is that CCCTX, Inc. has "failed and refused to engage in negotiations for a successor Agreement in accordance with Section 4.1 and 4.2 of the Agreement." Your declaration and its rationale are erroneous.

Section 4.2 of the Interconnection Agreement states:

The same terms, conditions and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this Section. The Parties agree to resolve any impasse by submission of the disputed matters to the Texas PUC for arbitration. Should the PUC decline jurisdiction, the parties will resort to a commercial provider of arbitration services.

Contrary to your self-serving declaration, CCCTX, Inc. has neither failed nor refused to negotiate with Southwestern Bell for a successor agreement in accordance with the foregoing section. As you are clearly aware, CCCTX, Inc. has attempted to negotiate a successor agreement with Southwestern Bell by opting into Other Agreements, as that term is defined in

Section 31.1 of the parties' current interconnection agreement, namely the MFS Intellinet and/or Intermedia Communications, Inc. interconnection agreements with Southwestern Bell in Texas. As late as December 10, 1999, you forwarded a copy of a generic Interconnection Agreement between SBC Companies and a CLEC that covers the 13-state SBC area for our review. At present, we have not identified another agreement to opt into pursuant to Section 31.1 of the current interconnection agreement or pursuant to the rights afforded CCCTX, Inc. under 47 U.S.C. § 252(i), but we are still investigating the matter. We are also considering your generic Interconnection Agreement proffered a month ago. No impasse has been reached at this time in our discussions. Consequently, negotiations between CCCTX, Inc. and Southwestern Bell are presently continuing. In view of this fact, the parties' current interconnection agreement must continue in full and force and effect upon the same terms and conditions in accordance with Section 4.2 of the Interconnection Agreement.

We firmly insist that you immediately retract your letter of January 20, 2000 and notify me in writing by facsimile, e-mail or any other expeditious means no later than 5:00 p.m., Saturday, January 22, 2000. Please be advised that if you fail to do so, CCCTX, Inc. will disclose your erroneous termination threat to the appropriate authorities, including the Federal Communications Commission for proper investigation.

Sincerely,



Bill Jester

AFFIDAVIT

STATE OF ARKANSAS)
)
)
COUNTY OF FAULKNER)

I, Bill Jester, being first duly sworn, declare that I am the Director of Operations for CCCTX, Inc. d/b/a Connect!, the Complainant in this subject proceeding, and that I am authorized to make this Affidavit on behalf of the Complainant; that I have read the foregoing Complaint and know the contents thereof; and that the same are true and correct to the best of my knowledge, information, and belief.



Bill Jester
Director of Operations
CCCTX, Inc. d/b/a Connect!

Subscribed and sworn to me, this 27th day of January, 20000.

Ramona M. Maxwell, Notary Public
Pulaski County, Arkansas
My Commission Expires 3/7/2005



Notary Public

My Commission expires: 3/2005

CERTIFICATE OF SERVICE

I, Paul W. Garnett, hereby certify that on this ^{31st}~~28th~~ day of January, 2000, a true and accurate copy of the foregoing Complaint and Request for Expedited Ruling and Request Interim Ruling was served by facsimile to the following:

Mr. Errol S. Phipps, Attorney
Southwestern Bell Telephone Company
One Bell Plaza, Room 2900
P.O. Box 655521
Dallas, TX 75265-5521
Fax: (214) 464-2250

Ms. Patricia Bonham
Account Manager – Local Provider Account Team
Southwestern Bell Telephone Company
Four Bell Plaza, 7th Floor
311 S. Akard
Dallas, TX 75202-5398
Fax: (214) 464-1486

Executive Director – CPAT
Southwestern Bell Telephone Company
Four Bell Plaza, 8th Floor
311 S. Akard
Dallas, TX 75202
Fax: (214) 464-1486


Paul W. Garnett

ATTACHMENT 3

EXECUTION COPY

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

Dated as of July 16, 1996

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

MFS COMMUNICATIONS COMPANY, INC.

tort, that exceeds the amount such Party would have charged the applicable end user for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 25.3 below).

19.9 Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of the billing date. Interest shall apply on overdue amounts (other than Disputed Amounts which are subject to Section 28.12) at the rate specified in Section 28.12, unless otherwise specified in an applicable tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other.

19.10 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 MFS with information on its ordering and billing format/process and requirements.

20.0 EFFECTIVE DATE, TERM, AND TERMINATION

20.1 This Agreement shall be effective upon approval by the Texas PUC when it 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 in the Dallas Metropolitan Exchange Area on or before July 26, 1996.

20.2 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 20.3.

20.3 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.

20.4 If pursuant to Section 20.2 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, subject to Section 20.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 20.4 other than its obligations under Section 20.5.

20.5 Upon termination or expiration of this Agreement in accordance with this Section 20.0:

- (a) each Party shall comply immediately with its obligations set forth in Section 28.6.2; and
- (b) 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.

20.6 Except as set forth in Section 26.5, 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.

21.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, 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 MFS 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.

22.0 SLAMMING

Each Party will abide by the Interconnection Rule of the Texas PUC in 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.

ATTACHMENT 4

JOINT APPLICATION OF SOUTHWESTERN §
BELL TELEPHONE COMPANY AND MFS §
COMMUNICATIONS COMPANY, INC. FOR §
APPROVAL OF AMENDMENT TO §
INTERCONNECTION AGREEMENT UNDER §
PURA AND THE TELECOMMUNICATIONS §
ACT OF 1996 §

PUBLIC UTILITY COMMISSION
OF TEXAS

RECEIVED
99 OCT 13 P.13:04
PUBLIC UTILITY COMMISSION

**ORDER NO. 2
APPROVING AMENDMENT TO INTERCONNECTION AGREEMENT**

On September 21, 1999, Southwestern Bell Telephone Company (SWBT) and MFS Communications Company, Inc. (collectively, Applicants) filed a joint application for approval of amendment to their existing interconnection agreement. The amendment adds terms and conditions for unbundled dedicated transport. The application included a copy of the Agreement.

The Agreement meets the requirements of P.U.C. PROC. R. 22.341; therefore, this joint application is approved, effective the date this Order is signed. MFS shall not provide service in those geographic areas or under any name not authorized by its Commission-granted SPCOA.

A complete interconnection agreement shall be filed with the Commission not later than 10 days following the date this Order is signed, if one has not already been filed. Only two copies of the complete interconnection agreement shall be filed with Central Records.

SIGNED AT AUSTIN, TEXAS the 13th day of October, 1999.

PUBLIC UTILITY COMMISSION OF TEXAS



**EDWARD VILANO
HEARINGS EXAMINER
OFFICE OF POLICY DEVELOPMENT**

ATTACHMENT 5

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

RICHARD M. RINDLER
DIRECT DIAL (202) 424-7771
RMRINDLER@SWIDLAW.COM

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
(212) 758-9500 FAX (212) 758-9526

January 17, 2000

Via Facsimile and E-mail

Errol S. Phipps, Esq.
Southwestern Bell Telephone Company
One Bell Plaza
Room 2980
P. O. Box 655521
Dallas, Texas 75965-5521

Re: CCCTX, Inc./d/b/a Connect!

Dear Errol:

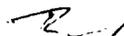
This is to advise you that Connect! intends to participate in the Texas Public Service Commission's Docket No. 21982 in order to resolve the issue of reciprocal compensation for local calls and for Internet-bound calls. Based on efforts to date with SBC, we believe that this is an issue that we would ultimately have had to arbitrate in the renewal of our existing agreement with SBC for Texas.

As you are aware, Connect! opted into the Nextlink Agreement which provides in Section 4.3 for a continuation of the terms and conditions of the Agreement until a new rate has been established. Accordingly, Connect! will continue to charge SBC the reciprocal compensation rates pursuant to that agreement for local and Internet-bound calls.

As you may be aware, the Texas Commission requires a filing of a Statement of Position by parties interested in participating in this docket in lieu of individual arbitrations. By participating in this proceeding with respect to the issue of reciprocal compensation, Connect! in no way intends to change the time table for the resolution of any other issues Connect! may be negotiating with SBC.

I would like to indicate in the filing that SBC agrees with Connect!'s participation in this proceeding under these terms.

Sincerely,



Richard M. Rindler
Counsel for Connect!