



SBC Wisconsin  
722 N. Broadway  
Floor 13  
Milwaukee, WI 53202

March 17, 2005

Ms. Christy Zehner  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for the Approval of a Reciprocal Compensation Agreement for EAS between Wisconsin Bell, Inc., d/b/a SBC Wisconsin<sup>1</sup>, and Qwest Corporation.

Dear Ms. Zehner:

Wisconsin Bell, Inc. d/b/a SBC Wisconsin and Qwest Corporation hereby request approval, pursuant to 47 U.S.C. 252, of this Reciprocal Compensation Agreement for EAS negotiated between Qwest Corporation and Wisconsin Bell, Inc., d/b/a SBC Wisconsin.

I have been authorized by Qwest Corporation to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Qwest Corporation  
Thomas P. Stebell  
1314 Douglas On the Mall, 6 floor  
Omaha, NE 68102  
Tel: 402-422-2141  
Fax: 402-422-2162

Very Truly Yours,

Joan Schoenberger

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc

## **RECIPROCAL COMPENSATION AGREEMENT FOR EXTENDED AREA SERVICE**

This Reciprocal Compensation Agreement ("Agreement") is by and between one or more of the SBC Communications Inc.-owned ILEC's: **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and Wisconsin Bell, Inc. d/b/a SBC Wisconsin**, in its capacity as an incumbent local exchange carrier ("**SBC**") (the "Effective Date"), and QWEST Communications, Inc., a Colorado Corporation with offices at 1801 California Street, Denver, Colorado, 80202 ("QWEST"). SBC and QWEST are referred to herein individually as a "Party" and collectively as the "Parties."

The Parties agree and understand that they are entering this Agreement, based, in large part, on the FCC's First Report and Order, In the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. August 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. August 8, 1996 (FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996, are deemed by the courts to be not effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions. Notwithstanding the comments made herein, 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.

WHEREAS, the Parties currently interconnect their networks at mutually agreed upon points so as to furnish Extended Area Service (as defined below) between certain Exchanges of SBC and certain Exchanges of QWEST ; and

WHEREAS, the Parties wish to put into place an arrangement for mutual, reciprocal compensation relating to the termination of such Extended Area Service traffic, which arrangement is intended to supersede previous arrangements between the Parties for compensation relating to the termination of such Extended Area Service traffic;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, SBC and QWEST hereby agree as follows:

1.0 **DEFINITIONS**

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.2 "Affiliate" is As Defined in the Act.
- 1.3 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.4 "Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.
- 1.5 "Commission" means the applicable state regulatory commission.
- 1.6 "Competitive Local Exchange Carrier", (CLEC) as used in this Agreement shall mean a Telecommunications Carrier certified to provide Telephone Exchange Service in an exchange or exchanges served by an Incumbent Local Exchange Carrier.
- 1.7 "Exchange Access Service", as used in this Agreement, shall mean the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services, as defined by the various state and federal regulatory bodies.
- 1.8 "Extended Area Service" ("EAS"), as used in this Agreement, shall mean an arrangement whereby Telephone Exchange Service calls may be placed between two Exchanges without a message toll charge, at the local service rates of the respective originating Exchange, as ordered by the Illinois, Iowa, Minnesota and Wisconsin Public Utility Commissions.
- 1.9 "Incumbent Local Exchange Carrier" ("ILEC"), as used in this Agreement, shall mean with respect to an area, the local exchange carrier that: (1) on February 8, 1996, provided telephone exchange service in such area; and (2)(i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to § 69.601 (b) of this chapter; or (ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i) of this paragraph.

- 1.10 "Local Exchange Carrier" ("LEC"), as used in this Agreement, shall mean any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 (c) of the Act, except to the extent that the Commission finds that such service should be included in the definition of such term.
- 1.11 "Telephone Toll Service", as used in this Agreement, shall mean telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.
- 1.12 "Telephone Exchange Service", as used in this Agreement, shall mean service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge.
- 1.13 "Termination" means the switching of EAS traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 1.14 "Transport" means the transmission and any necessary tandem switching of EAS traffic from the interconnection point between the Parties to the terminating carrier's end office switch that directly serves the called party.
- 1.15 "Transit Traffic", as used in this Agreement, shall mean the delivery of EAS Traffic originated by an end user of one of the Parties, and delivered by the other Party to a third party LEC, ILEC or CMRS.
- 1.16 "Telecommunications Carrier", as used in this Agreement, shall mean any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in section 226). A telecommunications carrier shall be treated as a common carrier under this Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

## 2.0 **INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for

convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including SBC or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

### 3.0 **LOCAL TWO-WAY MANDATORY EAS TRAFFIC**

- 3.1 Due to the imprecise nature of traffic estimates, and until such time as terminating records are available, the Parties agree to utilize bill and keep as an acceptable compensation mechanism during such time as the traffic is deemed balanced pursuant to Section 3.3.3 below.
- 3.2 The Parties agree that Local Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Local Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%), and that the MOU differential as defined in Section 5.3.3 below does not exceed the specified threshold.
- 3.3 The calculation for determining whether traffic is in balance will be based on the difference between the total Local Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' End Users' Local terminated traffic, multiplied by 100.
- 3.4 The Parties agree that where Local Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, the applicable **SBC 12-STATE** specific reciprocal compensation rates shall immediately apply to such Local Traffic
- 3.5 The Parties further agree to cap the minute of use (MOU) differential at 750,000 MOUs per month, independent of the balance of traffic. The MOU differential is defined as the difference between the total Local Traffic per month originated by each Party's end users, terminated to the other Party's End Users. In the event that the MOU differential exceeds 750,000 per month for three (3) consecutive months, the SBC reciprocal compensation rates shall immediately apply to such Local Traffic
- 3.6 In the event that either Party disputes whether its Local Traffic is in balance or within the limit of the MOU differential cap, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

- 3.6.1 Should the Parties be unable to agree on the amount and balance of Local Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the SBC reciprocal compensation rates will apply retroactively to the date such reciprocal compensation was applicable.
- 3.7 Upon reasonable belief that traffic other than wireline Local Traffic as defined in this Agreement is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.
- 3.8 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than wireline Local Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than wireline Local Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate.

#### 4.0 **PHYSICAL INTERCONNECTION**

- 4.1 It is the intent of the Parties that this Agreement be limited to establishing an arrangement for mutual, reciprocal compensation between the Parties relating to the termination of EAS traffic. Pre-existing physical interconnection arrangements shall remain in place until such time as the Parties mutually agree to convert such physical interconnection arrangements to another arrangement.
- 4.2 Nothing in this Agreement shall be construed as granting to either Party any collocation arrangements through either physical or virtual collocation ("Collocation"), any access to any unbundled network elements ("Unbundled Access"), or access to operational support systems OSS Access"), and nothing herein shall be construed as waiving or limiting in any way any rights available to either Party under the Act with respect to Collocation, Unbundled Access, OSS Access or other manners, including,

but not limited to, ancillary services such as signaling access to call-related databases, directory assistance, white pages directory listings, busy line verify/interrupt, toll and assistance operator services, LIDB, access to poles/ducts/conduits, rights-of-way, 800 and CMDS. The Parties reserve the right to negotiate such matters in separate agreements.

- 4.3 Both Parties agree that their network switches involved in the provision of EAS service shall be managed in accordance with the applicable Bellcore standards. The acceptable service levels for Local Interconnection Service and the criteria for applying protective controls in conjunction with EAS service will be administered in the same manner as the network management for Exchange Access Services.
- 4.4 The Parties will interconnect their facilities at the agreed upon meet points within the Exchanges listed and described in Exhibit 2. Exhibit 2 may be updated from time to time as EAS is expanded or decreased as ordered by the Commission.
- 4.5 The Parties shall jointly engineer and configure Local trunks over the physical interconnection facilities as follows:
  - 4.5.1 Each Party shall initially configure either a one (1) way or two (2) way trunk group as a direct transmission path between the two Parties.
  - 4.5.2 If the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DSI (512 CCS), the Parties shall, within sixty (60) days of such occurrence, establish a new direct trunk group to the applicable End
  - 4.5.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.
  - 4.5.4 Each Party shall ensure that each Tandem connection permits the completion of all traffic to all End Offices which sub-tend that Tandem Switch. Each Party shall establish and maintain separate trunk groups and facilities connected to each Tandem of the other Party which serves, or is subtended by End Offices which serve, such other Party's customers within the Exchange Service Areas served by such Tandem Switch. Where a Tandem Switch also provides End Office

functionality, interconnection by a Party at that Tandem Switch shall provide access to that Tandem's End Office functionality.

- 4.5.5 The provision of necessary additional trunks shall be subject to negotiation between the Parties. Neither Party can require the other Party to build or put in unnecessary trunks.
- 4.5.6 Based on the physical architecture and Reciprocal Compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining physical facilities and logical trunking at its own expense, on its side of the common physical meet point of each interconnection to provide for the transmission, routing and termination of EAS Traffic consistent with the standards set forth in this Agreement.

## 5.0 **MEASUREMENT OF TELEPHONE EXCHANGE SERVICE**

- 5.1 Because the Parties have already been exchanging traffic over the EAS areas pursuant to Commission order, the Parties agree that reciprocal compensation will be paid between the Parties based on the traffic studies that are conducted under the terms and conditions contained in Exhibit 3; provided, however, that traffic studies will be used only in those EAS areas that are not capable of recording actual terminating conversation minutes of use (MOU). Traffic studies will be used only until such time as SS7 signaling capability and/or recording of actual terminating conversation MOU is available to either Party. At the time that SS7 signaling capability and/or recording of actual terminating conversation MOU is available to a Party, that Party may bill reciprocal compensation to the other Party based on the recorded information. The Parties may in the future agree to any lawful and reasonable billing and compensation arrangement, consistent with changes in applicable law or facts.
- 5.2 Parties will make commercially reasonable efforts to establish SS7 signaling capability and/or recording of actual terminating conversation MOU in the switches used for interconnection between the Parties. Upon written request, one Party will provide the other Party with the necessary information to enable that Party to establish the recording and billing of actual terminating conversation MOU. This information may include, but may not be limited to, Carrier Identification Code (CIC) and Access Customer Name Abbreviation (ACNA) information.

- 5.3 IntraLATA Toll Trunks. Both Parties agree that intraLATA Toll traffic will not be combined on trunks that carry EAS Traffic, unless those trunks have SS7 signaling capability and/or actual conversation MOU recording capabilities sufficient to distinguish EAS Traffic from intraLATA Toll traffic. Upon thirty (30) days written notice that SS7 and/or measurement capability are available, the Party may use the trunk groups for combined EAS Traffic and bill the originating carrier the applicable rates for each type of call.
- 5.4 SS7 Signaling. Where available, the Parties will use Common Channel Interoffice Signaling (CCIS) to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties. Each Party shall charge the other Party for CCIS signaling at the rates set forth in the respective Parties tariffs.
- 5.4.1 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish interconnection at the STP.
- 5.4.2 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between the respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its customers. All CCIS parameters will be provided including CPN, Originating Line Information (OLI), calling party category and charge number.
- 5.4.3 Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured using the B8ZS ESF protocol for 64 kbps clear channel transmission to

allow for ISDN interoperability between the Parties' respective networks.

- 5.4.4 For billing purposes, each Party shall pass Calling Party Number (CPN) on each call that it originates over the Local/IntraLATA trunks; provided that all calls exchange without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.
- 5.4.5 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.
- 5.5 Either Party or either Party's authorized representative shall have the right to conduct an audit of the other Party to verify the accuracy of the audited Party's actual usage or any traffic study used to develop reciprocal compensation amounts. The Party conducting the audit shall provide reasonable written notice to the other Party prior to commencing such an audit. Each Party shall bear the expense of any audit it requests. Such audit shall be conducted on the premises of the audited Party during normal business hours. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age. Neither Party may request more than one such audit within any twelve (12) month period. An audit finding of traffic shifting more than 5% between the parties shall be corrected within thirty (30) days of the audit. The correction period will include no more than 24 months prior to the date of the audit finding. Any impact on compensation amounts due the other Party will include appropriate interest.

## 6.0 **TERM**

6.1 This Agreement shall commence on the Effective Date, and shall continue in full force and effect for a minimum term of two (2) years after the Effective Date. The effectiveness of this Agreement shall continue thereafter, on a month-to-month basis, unless and until terminated by either Party by sixty (60) day prior written notice to the other Party.

## 7.0 **DEFAULT**

7.1 When a party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), the Party shall provide written notice to the Defaulting Party of the violation prior to commencing the dispute resolution procedures set forth in Section 14. The procedures in Section 14 shall then be used to resolve such violation.

## 8.0 **PAYMENT TERMS AND CONDITIONS**

8.1 Both SBC and Qwest shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Past due amounts shall be assessed a late payment charge in the amount of 0.000493 percent per day (annual percentage rate of eighteen percent 18%) compounded daily, or the highest rate allowed by law, whichever is lower.

8.1.1 If in good faith either Party disputes any portion of the billing statement, the disputing Party shall inform the other party in writing of the disputed amount(s) and the reason for the dispute, within forty-five (45) days from the date of the invoice. "Post payment disputed amounts" shall also be declared in writing to the other Party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement. Parties will have sixty (60) days from the date the disputing Party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the fifteenth (15th) day from the date of resolving the dispute. In the event a dispute cannot be resolved between the Parties as set forth above, it shall be resolved through the procedure described in Section 15.0, Dispute Resolution and Escalation.

8.2 Neither SBC nor QWEST shall offset or "net" any amounts due hereunder against any other amount owed by SBC or QWEST to each other.

- 8.3 A Party may, at its sole discretion, not accept new or amended orders for services under this Agreement from the other Party while any past due, undisputed charges remain unpaid by the other Party.

## 9.0 **SEVERABILITY**

- 9.1 Severability. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. If replacement language cannot be agreed upon either Party may seek regulatory intervention.
- 9.2 Non-contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

## 10.0 **INDEMNIFICATION**

- 10.1 Limited Responsibility: Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such Parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.
- 10.2 Except as otherwise provided herein, except for losses alleged or made by end user customers of either Party, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold it harmless against any loss to such Indemnified Party or to a third Party arising out of negligence or willful misconduct by such Indemnifying Party, its agents, its customers, contractors, or others retained by the Indemnifying Party, in connection with its provision of services or functions under this Agreement. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to

cooperate in every reasonable way to facilitate defense or settlement of claims.

10.3 In the case of losses, costs, claims, injuries or liabilities alleged or made by end user customers of either Party, the Party ("Indemnifying Party") whose end user customer is the source of such loss, cost, claim, injury or liability shall defend and indemnify the other Party (the "Indemnified Party") against any or all such losses, costs, claims, injuries or liabilities alleged by each and every such end user customer and hold the Indemnified Party harmless against any loss, cost, claim, injury, or liability arising out of any such allegation or claim by each and every such end user customer. The Indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demand for which the other Party is responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims.

10.4 Each party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the Indemnifying Party's use of services offered under this Agreement, involving:

10.4.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications; or

10.4.2 Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification.

10.4.3 Any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment,

facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

10.4.4 Any Loss arising from such Indemnifying Party's failure to comply with Applicable Law

10.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any loss, cost, claim, injury or liability identified in this Section 10 including reasonable attorney fees. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party .

## 11.0 **LIMITATION OF LIABILITY**

- 11.1 Except as is otherwise provided in Section 10, neither Party shall be liable to the other for any loss, nor for defects or equipment failures, caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or in concert with the other Party.
- 11.2 Except for losses, costs, claims, injuries or liabilities alleged or made by an end user customer of either Party or arising from the negligence or willful misconduct of either Party, each Party shall bear, and its

obligations under this Section 11 shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct

11.3 Except for indemnity obligations under Section 10 hereof, each Party's liability to the other for any loss, cost claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

11.4 Consequential Damages. Except for indemnity obligations under Section 10 hereof, neither Party shall have any liability whatsoever to or through the other for any indirect, special, punitive, Incidental or consequential damages (collectively "Consequential Damages"), including but not limited to loss of anticipated-profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit (i) a Party's obligation under Section 10 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third person or (ii) a Party's liability to the other for willful or intentional misconduct contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

## 12.0 REGULATORY APPROVAL

12.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC, if the Commission fails to act, pursuant to Section 252 of the Act. The Parties covenant and agree that the Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission without modification; provided however that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objections of such Party. In the event the applicable state regulatory body or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support

and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

- 12.2 Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated there under by the FCC and the Commission as of the Effective Date. In the event any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rules or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively "Amendment to the Act), either Party may, by providing written notice to the other Party, require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms, and conditions of each such Amendment to the Act relating to any of the provisions of this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority.
- 12.3 Regulatory Changes. If any final nonappealable legislative, regulatory, judicial or other legal action (other than an Amendment to the Act) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and appealable), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided however that such affected provisions shall not affect the validity of the remainder of this Agreement

### 13 **DISPUTE RESOLUTION**

- 13.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.
- 13.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party.
- 13.3 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising under this Agreement more than

twenty-four (24) months from the date of the occurrence that gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

- 13.4 Informal Dispute Resolution. Upon receipt by one Party of notice of a dispute by the other Party pursuant to this Agreement, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.
- 13.5 Formal Dispute Resolution. If the Parties are unable to resolve the dispute through the informal procedure described above in Section 14.4 then either Party may invoke the formal Dispute Resolution procedures described in this Section. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 14.2 above.
- 13.6 Claims Subject to Mandatory Binding Arbitration: The following Claims, if not settled through informal Dispute Resolution, will be subject to binding arbitration pursuant to this Section:
- 13.6.1 Each unresolved billing dispute involving one percent (1%) or more of the amounts charged to the disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 14.2 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution, the Parties will annualize the actual numbers of months billed.
- 13.7 Claims Subject to Elective Arbitration. Claims will be subject to elective Arbitration pursuant to Section 14.9 below if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to

arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

- 13.8 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism: a) any action seeking a temporary restraining order or injunction related to the purposes of this Agreement; b) all Claims arising under federal or state statute(s), including but not limited to, any antitrust and/or deceptive trade practices claims; and c) actions to compel compliance with this Dispute Resolution process.
- 13.9 Arbitration. Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Chicago, Illinois (SBC-ILLINOIS)**, as appropriate, unless the Parties agree otherwise. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 14.0 **MISCELLANEOUS**

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

- 14.2 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such non-compliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 14.3 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 14.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.
- 14.5 Confidentiality. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise-disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual is identified as "Confidential" or "Proprietary" by the Disclosing Party to the Receiving Party at the time of disclosure. Notwithstanding the requirements of this Section 13.0, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a

Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "**Proprietary Information.**" Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with the next paragraph.

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

In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

- 14.6 Taxes. Each Party purchasing services hereunder shall pay to the providing Party or otherwise be responsible for all federal, state, or local

sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), and directly relating to the services purchased under this Agreement. In no event shall a Party purchasing services be responsible for the payment of any tax or fee on the providing Party's corporate existence, status, income, or property. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be subject to a resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest. including any interest and penalties

- 14.7 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 14.8 Non- Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition. right or privilege.
- 14.9 Notices. Notices given by one Party to the other under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

For SBC:

Contract Management  
311 S. Akard 9<sup>th</sup> Floor  
Four SBC Plaza  
Dallas TX 75202

For QWEST:

Director Interconnection Services  
1801 California - Suite 2340  
Denver, Colorado 80202

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail or personal delivery, (c) three (3) days after mailing in the case of first class or certified U.S. mail, or (d) on the date set forth in the confirmation in the case of a telecopy.

- 14.10 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 10 (indemnification), 13.5 (Confidentiality), and 13.13 (Publicity).
- 14.11 No Inferences of Work Product. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and their respective counsel, shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 14.12 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 14.13 Publicity. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters, or other promotional materials without such Party's prior written consent, except as permitted by applicable law.
- 14.14 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing

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

- 14.15 Superseding Agreement. This Agreement shall cancel and supersede all previous settlement" and/or compensation terms and conditions between the Parties and/or their predecessors relating to the provision of EAS traffic and all other services provided pursuant to this Agreement.
- 14.16 Entire Agreement. The terms contained in this Agreement and any exhibits referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any pre--printed terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their duly authorized representatives.

**QWEST Communications Inc.**

**Illinois Bell Telephone Company d/b/a SBC Illinois,  
and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by  
SBC Telecommunications, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
\_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: *For*/ Senior Vice President –  
Industry Markets and Diversified Businesses

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OCN # Illinois:  
Wisconsin:**

**OCN # Iowa: 5141  
Minnesota: 5142**

**ACNA #**

**ACNA #**

## EXHIBIT A COMPENSATION

This compensation was figured by applying the compensation contained in Sections 5, 6 and 7 of this Agreement, and applies only to the original Parties to this Agreement. The utilization of these formulas by any other Third Parties or Persons will require adjustments to reflect that Third Party's or Person's profiles and its adjusted compensation. Profiles may include, but are not limited to, exchange access lines, customer counts within the exchanges, subscriber counts by calling plans, derived originating traffic volumes, derived terminating patterns, and percent participation relative to the aggregate participation within each exchange.

**LEC NAME**        **Qwest Corporation**  
**LEC OCN**        **Iowa: 5141, Minnesota: 5142**

[LIST EAS EXCHANGE COMBINATIONS AND CO. OWNERSHIP, ETC.]

Originating Exchange(s) – (SBC)	Terminating Exchange(s) - (Qwest)
Houlton WI	Stillwater MN
Hudson WI	Stillwater MN
Holton WI	St. Croix MN
Hudson WI	St. Croix MN
Superior WI	Duluth MN
Hager City WI	Red Wing MN
Bay City WI	Red Wing MN
Moline IL	Davenport IA
East Moline IL	Davenport IA
Rockford IL	Davenport IA
Eliza IL	Muscatine IA
Illinois City IL	Muscatine IA

**ALL COMPENSATION IS MONTHLY UNLESS INDICATED OTHERWISE**

<u>PERIOD STARTING &lt;05/01/05&gt;</u>	<u>LEC PAYMENT</u>	<u>SBC 13STATE PAYMENT</u>
MANDATORY TWO-WAY PLAN(s)	\$Bill and Keep	\$
OPTIONAL TWO-WAY PLAN(s)	\$ N/A	\$
OPTIONAL ONE-WAY PLAN(s)	\$ N/A	\$
MANDATORY ONE-WAY PLAN(s)	\$ N/A	\$
TRANSIT (Per MOU)	\$ N/A	\$

### GEOGRAPHIC AREA(S) COVERED BY THIS AGREEMENT

This Agreement shall apply only to the Applicable State(s) and shall be limited to the exchange and termination of traffic between the Parties in the following geographic area(s) of each such State(s): Illinois, Wisconsin, Minnesota, Iowa

[NOTE: NEED TO INSERT HERE THE SPECIFIC GEOGRAPHIC AREAS THIS AGREEMENT COVERS IN EACH CASE. TO THE EXTENT THE AGREEMENT COVERS MORE THAN ONE **SBC 13STATE**, THEN NEED TO LIST THE SPECIFIC GEOGRAPHIC AREAS COVERED ON A STATE-SPECIFIC BASIS. E.G., THE EXCHANGE AND TERMINATION OF

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

QWEST Communications Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas by SBC Telecommunications, Inc., its authorized agent  
*Operations*

Signature: *Da E. Hult*

Signature: *M. Auinbauh*

Name:   Dan E. Hult    
(Print or Type)

Name:   Mike Auinbauh    
(Print or Type)

Title:   Director - Carrier Relations    
(Print or Type)

Title: ~~For/ Senior Vice President -~~  
**AVP - Local**  
**Industry Markets and Diversified Businesses**  
**Interconnection Marketing**

Date:   4/26/05  

Date: \_\_\_\_\_

OCN # Iowa: 5141  
Minnesota: 5142

OCN # Illinois  
Wisconsin

ACNA # UWC

ACNA #