

BILL PERIOD CLOSURE AGREEMENT

AT&T and USWEST Communications, Inc. desire to continue to improve their business relationship by focusing that relationship on the present and future. The Bill Period Closure (BPC) will be the vehicle by which USWEST Communications, Inc. and AT&T will jointly agree to close a specific access billing period to all further analysis. This closure will take place within 30 days of the time frames agreed to and documented in Section 6 (Billing and Payment Section) of the Access Billing Supplier Quality Certification Operating Agreement and be consistent with the process described by the Switched Access Adjustment Methodology in Attachment "G" and the Special Access Adjustment Methodology in Attachment "H".

Mutual agreement on closure of the specific access billing period signifies that, except as otherwise provided in paragraphs 2, and 3 below:

- all billing has been rendered for that specific period
- all financial adjustments have been processed and rendered
- all record corrections have been processed
- all unsupported Monthly Access Charges (MAC) have been verified and resolved.

With that objective in mind, and in consideration of the mutual covenants of this Agreement, AT&T and USWEST Communications, Inc. agree as follows:

1. Except as otherwise provided in Paragraphs 2, and 3 below, this Bill Period Closure Agreement, together with the attached Bill Period Closure Agreement Supplement, which forms a part of and is incorporated in this Agreement, shall constitute resolution of all payments and adjustments by AT&T against USWEST Communications, Inc., and by USWEST Communications, Inc. against AT&T, in connection with interstate and intrastate access services rendered by USWEST Communications, Inc. to AT&T for the billing period specified in the Bill Period Closure Agreement Supplement.

2. Notwithstanding other provisions in this Agreement, AT&T retains the right to assert claims, demands or causes of action, through currently established processes and practices with the appropriate agencies, separate and apart from this Agreement, which may arise as a result of:

- (a) (i) a finding of the unlawfulness, as determined by the appropriate Public Utilities Commission, the Federal Communications Commission or a court of competent jurisdiction, of any rate, charge, classification, regulation or practice (whether tariffed or otherwise), applied to access services in the billing period specified in the Bill Period Closure Agreement Supplement, and/or

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(ii) the unlawful application, as determined by the appropriate Public Utilities Commission, the Federal Communications Commission or a court of competent jurisdiction, of any rate charge, classification, regulation or practice (whether tariffed or otherwise), to any of the access services in the billing period specified in the Bill Period Closure Agreement Supplement,

other than claims based on the inaccurate calculation of AT&T's charges based on the application of USWEST Communications, Inc.'s tariffed rates or charges to AT&T's usage in the billing period specified in the Bill Period Closure Agreement Supplement;

(b) Any access service rate reductions or refund ordered by the appropriate Public Utilities Commission or the Federal Communications Commission.

(c) Any Access charges associated with AT&T EasyLink Services.

3. Notwithstanding other provisions in this Agreement, USWEST Communications, Inc. retains the right to assert claims, demands or causes of action, separate and apart from the Agreement which may arise as a result from any retroactive Access service rate increase or surcharge ordered or approved by any state Public Utilities Commission or the Federal Communications Commission.

4. Notwithstanding other provisions in this Agreement, AT&T and USWEST Communications, Inc. retain the right to assert claims, demands or causes of action, separate and apart from this Agreement, which may arise as a result of:

(a) Errors or omissions in the provision of access services and/or End User billing processes which cause AT&T End User messages to be unbillable.

(b) Specific agreed to exempted issues. These specific issues (as necessary) will be identified and documented in the Bill Period Closure Agreement Supplement Section B. These would include issues identified during the initial Access certification or re-certification review.

5. Except as otherwise provided in Paragraphs 2 and 3 above, AT&T does hereby waive, release, acquit, and forever discharge USWEST Communications, Inc. from any and all billing disputes, demands, obligations, and liabilities whatsoever that AT&T has asserted or could have asserted against USWEST Communications, Inc. for access services provided to AT&T by USWEST Communications, Inc. for all periods prior to and including the specific billing period due for closure, as set forth in the Bill Period Closure Agreement Supplement.

6. Except as otherwise provided in Paragraph 2 and 3 above, USWEST Communications, Inc. does hereby waive, release, acquit, and forever discharge AT&T from any and all billing disputes, demands, obligations, and liabilities whatsoever that USWEST Communications, Inc. has asserted or could have asserted against AT&T for access services provided to AT&T by

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USWEST Communications, Inc. for all periods prior to and including the specific billing period due for closure, as set forth in the Bill Period Closure Agreement Supplement.

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