## BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Southwestern	)		
Bell Telephone Company, d/b/a AT&T Missouri,	)	Case No.	
For Approval of an Interconnection Agreement	)		
Under the Telecommunications Act of 1996.	)		

## AT&T MISSOURI'S APPLICATION FOR APPROVAL OF AN INTERCONNECTION AGREEMENT

AT&T Missouri,<sup>1</sup> pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")<sup>2</sup> and 4 CSR 240-3.513(6)(C), respectfully submits this Application for Approval of an Interconnection Agreement ("Agreement") by and between AT&T Missouri and QuantumShift Communications, Inc. and requests that the Commission approve the Agreement.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Delaware corporation with its principal Missouri office at 909 Chestnut Street, Room 3558, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorney, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri<sup>3</sup> and its fictitious name is duly registered with the Missouri Secretary of State. AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide

<sup>3</sup> See, Certificate of Conversion from the Missouri Secretary of State, dated October 3, 2012 (which was filed with the Commission on December 4, 2012 in Case No. IO-2013-0323).

<sup>&</sup>lt;sup>1</sup> Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

<sup>&</sup>lt;sup>2</sup> 47 U.S.C. §252(e).

<sup>&</sup>lt;sup>4</sup> A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

"telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Leo J. Bub Attorney for Southwestern Bell Telephone Company d/b/a AT&T Missouri 909 Chestnut Street, Room 3558 St. Louis, Missouri 63101

- 3. AT&T Missouri has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.
- 4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.
- 5. AT&T Missouri seeks approval of the Agreement submitted herewith, which has been signed by the parties.<sup>5</sup> The Commission must approve the Agreement unless it determines that the Interconnection Agreement (or any portion thereof) (1) discriminates against a telecommunications carrier not a party to the Agreement, or (2) the implementation of such Agreement is not consistent with the public interest, convenience, and necessity.<sup>6</sup>
- 6. AT&T Missouri states that the Agreement does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement. AT&T

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<sup>&</sup>lt;sup>5</sup> AT&T Missouri notes that this is a multistate agreement. In order to avoid burdening the Commission's files with unnecessary information, AT&T Missouri has only filed the information applicable to Missouri. If the Commission wishes to see pricing sheets for other states, they will be made available upon request.

<sup>6</sup> See, 47 U.S.C. § 252(e)(2).

Missouri further states that implementation of the Agreement is consistent with the public interest, convenience, and necessity.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Interconnection Agreement between AT&T Missouri and QuantumShift Communications, Inc.

Respectfully submitted,

Southwestern Bell Telephone Company d/b/a AT&T Missouri

BY Kw Ml

LEO J. BUB

#34326

Attorney for Southwestern Bell Telephone Company d/b/a AT&T Missouri 909 Chestnut Street, Room 3558 St. Louis, Missouri 63101 314-235-2508 (Telephone)/314-247-0014 (Facsimile) leo.bub@att.com

## **CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on November 23, 2015

BY Leo Bub

General Counsel
Kevin Thompson
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
staffcounselservice@psc.mo.gov
kevin.thompson@psc.mo.gov

Office Of The Public Counsel P.O. Box 7800 Jefferson City, MO 65102 opcservice@ded.mo.gov

COUNTY OF DALLAS	)	
	)	SS
STATE OF TEXAS	)	

## **VERIFICATION**

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.

Richard T. Howell

Sworn and subscribed to before me this 2044) day of November, 2015.

MICHAELA PALOMO
My Commission Expires
August 13, 2019

Manaela Palones
Notary Public

Signature Page/<u>AT&T-21STATE</u>

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## **AMENDMENT**

## **BETWEEN**

## SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

**AND** 

**LEVEL 3 COMMUNICATIONS LLC** 



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Signature:	eSigned - Gary Black Jr.	Signature:	eSigned - Kristen E. Shore
Name:	eSigned - Gary Black Jr.	Name:	eSigned - Kristen E. Shore
	(Print or Type)		(Print or Type)
Title:	VP Carrier Relations	Title:	Executive Director-Regulatory
	(Print or Type)	-	(Print or Type)
Date:	03 Nov 2015	Date:	04 Nov 2015

**Level 3 Communications LLC** 

Southwest	ern I	Bell Te	lephone	Compa	ny	d/b/a	AT&T
MISSOURI	by	AT&T	Services	, Inc.,	its	auth	orized
agent							

State	CLEC OCN
MISSOURI	4932

Description	ACNA Code(s)
ACNA(s)	LVC

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## AMENDMENT TO THE AGREEMENT BETWEEN LEVEL 3 COMMUNICATIONS LLC AND

## SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T") and Level 3 Communications LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended in 1996 (the "Act"), dated February 18, 2005 and as subsequently amended (the "Agreement");

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Pricing Sheets immediately following, all of which are hererby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The Parties agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the State(s) of Missouri.
- 3. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
- 4. The Parties agree to replace Section 17 of the Agreement with the following language:

## 17. Notices

- Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
  - 17.1.2 delivered by facsimile provided CLEC and/or <u>AT&T-21STATE</u> has provided such information in Section 17.3 below.
  - 17.1.3 delivered by electronic mail (email) provided CLEC and/or <u>AT&T-21STATE</u> has provided such information in Section 17.3 below.
- 17.2 Notices will be deemed given as of the earliest of:
  - 17.2.1 the date of actual receipt;
  - 17.2.2 the next Business Day when sent via express delivery service;
  - 17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
  - 17.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
  - 17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by <u>AT&T-21STATE</u>.

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#### 17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	MISSOURI CONTACT
NAME/TITLE	Gary Black VP,Carrier Relations
STREET ADDRESS	1025 Eldorado Boulevard
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-2000
FACSIMILE NUMBER	(720) 888-5134
EMAIL ADDRESS	gary.black@level3.com

	AT&T CONTACT				
NAME/TITLE	Contract Management ATTN: Notices Manager				
STREET ADDRESS	311 S. Akard St., 9th Floor Four AT&T Plaza				
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398				
FACSIMILE NUMBER	(214) 712-5792				
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website.				

<sup>\*</sup>Informational only and not to be considered as an official notice vehicle under this Section.

- 17.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- AT&T-21STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 8. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to

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Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment .

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# AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT A

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## 1.0 Introduction

This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider ("AT&T-TSP") for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

## 2.0 Definitions

The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.

- 2.1 "AT&T Transit Service Provider" or "AT&T-TSP" means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.
- "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General")

  Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. Local traffic includes traffic originated by CLEC's end users that terminates to the end users of a CMRS provider when both ends of the call are within the same Major Trading Area (MTA). For avoidance of doubt, Local traffic does not include traffic that originates with the end user of a CMRS provider.
- 2.3 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.
- 2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network using AT&T-TSP's Transit Traffic Service.
- 2.6 "Transit Traffic" means Local traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.
- 2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP's Tandem.

#### 3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic. Transit Traffic Service rates are only applicable when calls do

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not originate with (or terminate to) an AT&T-TSP End User.

3.3 When CLEC sends Transit Traffic terminating to a CMRS Provider, CLEC must hand AT&T-TSP the call within the terminating LATA.

## 4.0 CLEC Originated Traffic

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take cσrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

#### 5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

#### 6.0 Transit Traffic Routing/Trunk Groups

When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a

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LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.

- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch subtends.
- Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.
- In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.
- In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

## 7.0 <u>Direct Trunking Requirements.</u>

7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

## 8.0 <u>Transit Traffic Rate Application</u>

- 8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,
  - 8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.
- 8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only
  - 8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

### 8.3 **AT&T MISSOURI** only

8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **AT&T MISSOURI**.

#### 8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

- 8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.
- 8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the

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terminating independent telephone company's local calling area.

						•	Non- Recurring Charge (NRC)	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC)	First	Additional	Per Unit
			Transit Rate per Minute of Use - Zone 1 (Urban, STL,						
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	KS)		ZZUTN	\$0.000960	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 2 (Suburban)		ZZUTN	\$0.000960	NA	NA	MOU
2MR-AT	МО	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 3 (Rural) Transit Rate per Minute of Use - Zone 4 (Urban		ZZUTN	\$0.000960	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Springfield)		ZZUTN	\$0.000960	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone Interzone		ZZUTN	\$0.000960	NA	NA	MOU