

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

In the Matter of the Application of AT&T Missouri)
for Approval of an Interconnection Agreement) Case No. _____
Under the Telecommunications Act of 1996.)

**AT&T MISSOURI'S APPLICATION FOR APPROVAL OF
AMENDMENT TO INTERCONNECTION AGREEMENT**

AT&T Missouri,¹ pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act") and 4 CSR 240-3.513(6)(C), respectfully submits its Application for Approval of an Amendment to the Interconnection Agreement by and between AT&T Missouri and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, and requests the Missouri Public Service Commission ("Commission") approve this Agreement.

The proposed Amendment is entitled "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking terms" and is intended to replace an amendment bearing the same name that was filed with the Commission on August 22, 2007 in Case No. VT-2008-0001. The proposed Amendment, inter alia, changes the expiration date to July 31, 2009 (Section 1); updates language that relates to establishing POIs (Section 4.5, 4.6); updates the "Total Compensable" traffic definition (Section 13.1); updates the "Inter-carrier Traffic" definition (Section 14.6); updates the rate tables (Exhibit A, B); and adds a Traffic Study Methodology (Exhibit C). The proposed Amendment is to be added to the parties' current agreement, which the Commission approved in Case No. TK-2006-0050.

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

1. AT&T Missouri is a Missouri corporation with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. It may be contacted at the electronic

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri, will be referred to in this pleading as "AT&T Missouri."

mail address, facsimile and telephone numbers of its attorneys, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri² and its fictitious name is duly registered with the Missouri Secretary of State.³ AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo. 2000.⁴

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

Timothy P. Leahy
Leo J. Bub
Robert J. Gryzmala
Attorneys for Southwestern Bell Telephone Company,
d/b/a AT&T Missouri
One AT&T Center, Suite 3520
St. Louis, Missouri 63101

3. AT&T Missouri has no 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. Moreover, AT&T Missouri has no pending actions which satisfy the listed criteria in Arkansas, Kansas, Missouri or Oklahoma. AT&T Missouri (which operates in Texas under the fictitious name AT&T Texas) has four pending formal complaints or lawsuits from end-user customers in

² In accordance with 4 CSR 240-2.060(1)(G), a copy of Southwestern Bell Telephone Company's Certificate of Good Standing from the Missouri Secretary of State was filed with the Commission on August 15, 2007, in Case No. IK-2008-0044.

³ In accordance with 4 CSR 240-2.060(1)(G), 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.

⁴ Following its June 26, 2007, Order in Case No. TO-2002-185 allowing Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, to alter its status from a Texas limited partnership to a Missouri corporation, the Commission approved tariff revisions to reflect the new corporate name, Southwestern Bell Telephone Company, d/b/a AT&T Missouri. See Order Granting Expedited Treatment and Approving Tariffs, Case No. TO-2002-185, issued June 29, 2007.

Texas which involve retail customer service or rates.⁵ (Additionally, AT&T Missouri is involved in various actions involving terms and conditions of interconnection agreements with competitive local exchange telephone companies that are in various stages of litigation or appeal.)

4. AT&T Missouri does not have any annual report or assessment fees that are overdue.

5. AT&T Missouri seeks approval of this Interconnection Agreement Amendment pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (“the Act”). The Commission must approve the Interconnection Agreement Amendment unless it determines that the Interconnection Agreement Amendment (or any portion thereof): (1) discriminates against a telecommunications carrier not a party to the agreement and/or amendment; or (2) the implementation of such agreement and/or amendment is not consistent with the public interest, convenience, and necessity.⁶

6. AT&T Missouri states that the Interconnection Agreement Amendment does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement Amendment. AT&T Missouri further states that the implementation of the Interconnection Agreement Amendment is consistent with the public interest, convenience, and necessity.

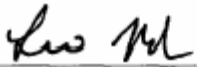
⁵ The pending lawsuits in Texas involving customer service or rates are (1) Irving's Holding, Inc. v. SBC Communications, Inc., Docket No. CC-05-07415-C; and (2) David Lavine, M.D. and David Lavine, M.D., P.A. d/b/a Center for Cosmetic and Reconstructive Surgery v. AT&T Inc., Cause No. 07-54771-2. The pending formal complaints before the Texas Public Utility Commission involving customer service or rates are as follows: (1) Complaint of Harris County Hospital District Against AT&T Texas, Docket No. 34332; and (2) Complaint of John J. Gitlin, Exq. Against AT&T Texas, Docket No. 34348.

⁶ See Section 252(e)(2) of the Act.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Interconnection Agreement Amendment between AT&T Missouri and MCImetro Access Transmission Services, L.L.C.

Respectfully submitted,

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

BY  _____

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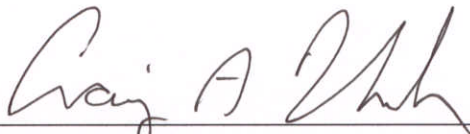
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CITY OF ST. LOUIS)
)
STATE OF MISSOURI)

SS

VERIFICATION

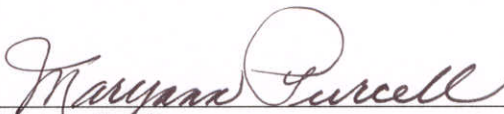
I, Craig A. Unruh, first being duly sworn, state on my oath that I am over the age of twenty-one years, sound of mind, and Executive Director-Regulatory Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri"). I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read the foregoing document and I am informed and believe that the matters contained therein are true and correct to the best of my information, knowledge and belief.



Craig A. Unruh

On this 27th day of November 2007, before me, a Notary Public, personally appeared Craig A. Unruh, and being first duly sworn upon his oath stated that he is over twenty-one years, sound of mind and Executive Director-Regulatory for AT&T Missouri, he signed the foregoing document as Executive Director-Regulatory of AT&T Missouri and the facts contained therein are true and correct according to the best of his information, knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.



Notary Public

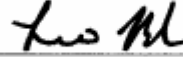


My Commission Expires: January 5, 2008

MARYANN PURCELL
Notary Public - Notary Seal
STATE OF MISSOURI
City of St. Louis
My Commission Expires: Jan. 5, 2008

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on November 27, 2007.



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**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Amendment") is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCI as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a competitive Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut ("13-State Region") through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" ("MFN") rights; but only to the extent that any such future CLEC affiliate or subsidiary (i) is operating as a competitive Local Exchange Carrier in ILEC's territory in the 13-State Region and (ii) is interconnected and exchanging traffic with ILEC as a competitive Local Exchange Carrier. The Parties acknowledge and agree that CLEC has competitive Local Exchange Carrier affiliates that, in addition to operating as a competitive Local Exchange Carrier, operate as an incumbent Local Exchange Carrier or in some other Non-CLEC capacity ("Non-CLEC Operations"). The Parties agree that nothing in this Amendment is intended to bind CLECs future competitive Local Exchange Carrier affiliates or subsidiaries in any manner for such Non-CLEC Operations. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICA that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on August 1, 2007¹ ("Effective Date") and shall continue until July 31, 2009. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date"). As of the Effective Date, this Amendment terminates and supersedes in its entirety a certain "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" and a certain Implementation Letter both entered into by the Parties on May 1, 2007.

- 1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA. This

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after August 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. However, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, August 1, 2007 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from August 1, 2007 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from August 1, 2007 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36 ("FCC Order"), the affected provisions of this Amendment relating

to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs and trunking requirements provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. POI Requirements

- 4.1 In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit B, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4 through 6 of this Amendment.
- 4.2 Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4 through 6 of this Amendment.
- 4.3 CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing

Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).

4.3.1 In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within the rate center.

4.3.2 In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within the local exchange area.

4.4 When establishing a POI required under Section 4 of this Amendment, the Parties agree:

4.4.1 CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2 CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3 CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

- 4.4.4 CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the AT&T serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or
 - 4.4.5 CLEC may purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or
 - 4.4.6 CLEC may utilize the transport facilities from a third party; or
 - 4.4.7 CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5 The Parties acknowledge that CLEC is currently operating under multiple ICAs in certain states in the AT&T-13-state region. Therefore, when establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport 251(b)(5) Traffic, ISP-bound Traffic and/or intraLATA traffic utilizing any of CLEC's facilities; provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. If CLEC has multiple switches in a LATA operating under a single ICA, CLEC may establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the facilities of any CLEC's multiple switches in a LATA; provided, however, that traffic from each CLEC switch will be routed over a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group.
- 4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed (including without limitation the elimination or decommissioning of a POI) without the mutual agreement of both Parties. However, subject to Sections 4.2 and 4.3 above, the Parties agree that CLEC may decommission a POI in the event that traffic exchanged through that POI is less than a T1 for three consecutive months, provided, however, CLEC must maintain a POI in each LATA in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC

companies). CLEC must provide ILEC thirty (30) days prior written notice before decommissioning any POI.

- 4.7 When a new POI is established under Section 4, ILEC shall be responsible for the provisioning of facilities on its side of the POI and CLEC shall be responsible for the provisioning of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8 When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
 - 4.8.1 Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.
 - 4.8.2 The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.8 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or

interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.

6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
 - 7.1 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.
8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-

way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the AT&T-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic**

13.1 Definitions.

"Section 251(b)(5) Traffic" shall mean the traffic that is lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. For purposes of this Amendment Section 251(b)(5) Traffic shall include mandatory extended area service calls and metropolitan calling area calls (as approved by the applicable Commission as of the Effective Date).

"ISP-Bound Traffic" shall mean any ISP traffic that, as of the Effective Date of this Amendment, is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001) ("ISP Remand Order") and the subsequent FCC CoreCom order, FCC 04-241, WC Docket No. 03-171 (released October 18, 2004) granting forbearance from enforcing certain provisions of the ISP Remand Order related to growth caps and the new markets rule.

"Total Compensable Traffic" shall mean the combination of Section 251(b)(5) and ISP-Bound Traffic exchanged by the Parties pursuant to the ICA and the combination of Section 251(b)(5) and ISP-Bound Traffic that originates from or terminates to a CLEC end user which is provided local telephone service (dialtone) via ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis pursuant to the Local Wholesale Complete ("LWC") agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date.

"Intercarrier Traffic" includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic exchanged by the Parties pursuant to the ICAs and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

14. **Compensation**

- 14.1 The Parties shall compensate each other for all Total Compensable Traffic in accordance with the terms of this Section 14.
- 14.2 Intentionally Omitted.
- 14.3 CLEC-Originated Traffic. ILEC shall bill CLEC, for all CLEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit A of this Amendment.
- 14.4 ILEC-Originated Traffic. CLEC shall bill ILEC for all ILEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit B of this Amendment. The Parties agree that the Exhibit B rates were calculated based on a CLEC-specific traffic study conducted by ILEC to determine the proportion of ISP-Bound Traffic and 251(b)(5) Traffic originated by ILEC and terminated by CLEC.²

² In the event that any telecommunications carrier should adopt this ICA, which includes this Amendment, pursuant to Section 252(i) of the Act ("Adopting CLEC"), it is ILEC's position that the Adopting CLEC shall bill ILEC for all ILEC-originated Section 251(b)(5)

14.4.1 If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Total Compensable Traffic for purposes of compensation provided however, that such end users must both be located within the same LATA.

14.5 Intrastate Access Rates. For intrastate intraLATA toll traffic, exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

Traffic at the state specific rates in Exhibit A, and for ISP-Bound Traffic at the ISP rate of \$.0007 unless and until ILEC conducts a traffic study to determine the percentage of ILEC originated ISP Bound/251(b)(5) Traffic transported and terminated by Adopting CLEC and the ILEC and Adopting CLEC reach agreement on single state-specific rates and amend this Amendment in accordance with procedures set forth in Section 14.7 and Exhibit C. It is ILEC's position that for ISP-Bound Traffic ILEC and Adopting CLEC will use the FCC's rebuttable presumption as described in the underlying ICA. If the underlying ICA does not have rebuttable presumption language, it is ILEC's position that the following language shall apply to Adopting CLEC: (a) The parties agree that the FCC established a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP-bound Traffic subject to the compensation. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where Adopting CLEC is using end office switching provided to Adopting CLEC by ILEC on a non-resale, wholesale basis pursuant to a Local Wholesale Complete agreement) and ISP-bound Traffic that is terminated by one party for the other party pursuant to the ICA between ILEC and Adopting CLEC within any month in excess of an amount (measured by total minutes of use) that is three times the traffic that is terminated by the other party pursuant to the ICA between ILEC and Adopting CLEC within that month shall be presumed to be ISP-bound Traffic. (b) Both ILEC and Adopting CLEC have the right to rebut the 3:1 ISP presumption and determine actual ISP-bound traffic by any means mutually agreed by the parties, or by any method approved by the applicable regulatory agency, including the Commission. If a party seeking to rebut the presumption and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval. For avoidance of doubt, ILEC and CLEC agree that this Footnote 2 has no force or effect between ILEC and CLEC and is intended by ILEC to apply only to Adopting CLECs.

- 14.6 Intercarrier Traffic. The Parties agree that the rates, terms and conditions for Intercarrier Traffic other than Total Compensable Traffic are as set forth in the applicable ICA, agreements, and/or tariff.
- 14.7 Notwithstanding anything to the contrary in this Amendment, either Party may, after this Amendment has been in effect for six (6) months, request that the Parties conduct traffic studies to determine the proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies in accordance with the methodology set forth in Exhibit C of this Amendment. Upon completion of such studies, the Parties shall execute an amendment to this Amendment to reflect their agreement to use the resulting proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic from the new studies (and the corresponding state-specific single rates) to compensate each other prospectively for Total Compensable Traffic for the remainder of the term of this Amendment. If the Parties cannot agree upon the appropriate proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound Traffic and Section 251(b)(5) Traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic as ordered by the state Commission.

15. Intentionally Omitted.

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Reservation of Rights

18.1 Intentionally Omitted.

- 18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 18.3 The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 18.4 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415

(D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

19. Additional Terms and Conditions

- 19.1 This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
- 19.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 19.3 This Amendment 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.
- 19.4 The terms contained in this Amendment and its Exhibits A, B and C constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.

- 19.5 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 19.6 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 19.7 This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on August 1, 2007 (the Effective Date).

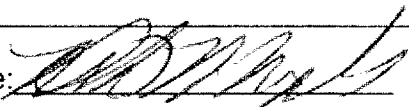
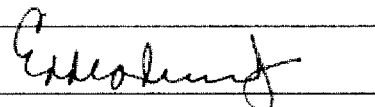
<p>MCImetro Access Transmission Services LLC</p>	<p>AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.</p>
<p>Signature: </p>	<p>Signature: </p>
<p>Name: Peter H. Reynolds Print or type</p>	<p>Name: EDDIE A. REED JR Print or type</p>
<p>Title: <u>Director</u></p>	<p>Title: Director – Contract Management</p>
<p>Date: <u>Oct 29, 2007</u></p>	<p>Date: <u>11-1-07</u></p>

EXHIBIT A

		Arkansas	Kansas	Oklahoma	Missouri³
End Office Switching	Zone 4	n/a	n/a	n/a	\$0.002391
	Zone 3	\$0.001310	\$0.001310	\$0.003800	\$0.002807
	Zone 2	\$0.001690	\$0.001690	\$0.002516	\$0.001949
	Zone 1	\$0.002530	\$0.002530	\$0.002268	\$0.001620
Tandem Switching		\$0.000789	\$0.000789	\$0.000956	\$0.001231
Common Transport Termination	Zone 4	n/a	n/a	n/a	\$0.000132
	Zone 3	\$0.000157	\$0.000157	\$0.000266	\$0.000246
	Zone 2	\$0.000171	\$0.000171	\$0.000282	\$0.000232
	Zone 1	\$0.000196	\$0.000196	\$0.000499	\$0.000155
	Interzone	\$0.000186	\$0.000186	\$0.000147	\$0.000271
Common Transport Facility	Zone 4	n/a	n/a	n/a	\$0.0000008
Per Minute per Mile	Zone 3	\$0.000001	\$0.000001	\$0.000008	\$0.0000117
	Zone 2	\$0.000003	\$0.000003	\$0.000049	\$0.0000057
	Zone 1	\$0.000006	\$0.000006	\$0.000027	\$0.0000016
	Interzone	\$0.000001	\$0.000001	\$0.000002	\$0.0000030
		California	Nevada	Michigan	
End Office Call Set-Up		\$0.001448	\$0.003110	\$0.000622	
End Office Call Duration		\$0.001360	\$0.002506	\$0.000521	
Tandem Switching Set-Up		\$0.000629	\$0.002658	\$0.000322	
Tandem Switching Duration		\$0.000453	\$0.001261	\$0.000337	
Common Transport (Fixed)/Tandem Term Set-up		\$0.001251	\$0.000305	\$0.000077	
Tandem Term Duration		n/a	n/a	\$0.000081	
Common Transport (Variable) (per mou per mile)		\$0.000021	\$0.000019	\$0.000001	
		Illinois	Indiana	Ohio	Wisconsin
End Office Switching		\$0.003746	\$0.004097	\$0.003600	\$0.004241
Tandem Switching		\$0.001072	\$0.000307	\$0.000623	\$0.000704
Tandem Transport Termination		\$0.000201	\$0.000102	\$0.000146	\$0.000188
Tandem Transport Facility Mileage (per mou per mile)		\$0.000013	\$0.000005	\$0.000006	\$0.000014
Texas					
Call Set-Up		\$0.0010887			
Duration		\$0.0010423			
Connecticut					
End Office Served Rate		\$0.003576			
Tandem Served Rate		\$0.005560			

³ The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the Parties agree that ILEC shall not bill CLEC for any CLEC originated MCA traffic.

EXHIBIT B

State	Rate ⁴
Arkansas	\$0.000881
California	
Set Up	\$0.000229
Duration	\$0.000877
Connecticut	\$0.001186
Illinois	\$0.001188
Indiana	\$0.001196
Kansas	\$0.000880
Michigan	
Set Up	\$0.000104
Duration	\$0.000693
Missouri (70% MCA)⁵	\$0.000282
Nevada	
Set Up	\$0.000547
Duration	\$0.001031
Ohio	\$ 0.001142
Oklahoma	\$ 0.001037
Texas	
Set Up	\$0.000152
Duration	\$0.000748
Wisconsin	\$0.001242

⁴ The Parties agree that the Exhibit B rates are based on the following:

- Eighty-six percent (86%) ISP-Bound traffic and fourteen percent (14%) 251 (b)(5) Traffic.
- A rate of \$0.0007 was used for ISP-Bound Traffic and the state-specific rates set forth in Exhibit A were used for 251(b)(5) Traffic (70% at the state-specific end office rate and 30% at the state-specific tandem rates).
- Where zone measurement is applicable, the Zone 2 rates set forth in Exhibit A were used.
- Where a common transport mileage charge is applicable, a common transport mileage charge of 15 miles was used.

⁵ The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the rate contained in the matrix reflects, based on a traffic study exchanged by the Parties, that 70% of the traffic sent by ILEC to CLEC was MCA traffic and subject to bill and keep.

EXHIBIT C

TRAFFIC STUDY METHODOLOGY

1. Each Party shall conduct a study of its originating traffic terminated to the other Party's end users in order to identify the amount of ISP-Bound Traffic and Section 251(b)(5) Traffic.
2. The study shall cover a one-month period to be agreed upon by the Parties.
3. The studies shall cover each of the 13 states in the legacy SBC operating territory. The Parties shall compile the data on a state-by-state basis and shall exchange data when study for any given state is complete.
- 4a. CLEC shall use: (i) originating switch recordings for CLEC's originating facilities-based traffic and (ii) EMI Category 10 local originating records for CLEC's traffic originated from CLEC's Local Wholesale Complete end users.
- 4b. ILEC shall use its originating switch records.
5. To identify ISP-Bound Traffic, the Parties shall use the following criteria: (i) called telephone numbers with average "hold times" of 20 or more minutes (determined by adding minutes/seconds/tenths-of-seconds for all calls to a particular number and dividing by total number of calls to that number and rounding up to the nearest full minute); and (ii) individual telephone numbers must be called a minimum of 200 times during the study period (calls need not originate from the same number).
6. Calls not meeting the criteria set forth in Section 5 shall be presumed to be Section 251(b)(5) Traffic.
7. For those calls that do meet the criteria in Section 5, each Party shall further validate that the calls are ISP-bound by dialing the numbers individually to determine if answered by an ISP modem. Calls that do not reach an ISP modem shall be presumed to be Section 251(b)(5) Traffic.
8. Intentionally Omitted.
9. In providing the results of its study to other Party, each Party shall provide the following detail:
 - State
 - Traffic Month reported on
 - Total Terminating Minutes for study period
 - Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP-Bound Traffic for study period
 - Calling and Called Telephone Numbers for calls classified as ISP-Bound Traffic
10. If either Party desires to rebut the results of the other Party's study, it shall provide its own analysis and the Parties shall reconcile any differences in the studies.