

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>AT&amp;T NIA 3</b>	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point on the SBC MISSOURI network, <u>outside plant facilities, and customer premises</u> . The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include 251(b)(5) and IntraLATA Toll Traffic ( <u>which includes Transit Traffic</u> ), <u>Exchange Access Traffic</u> , and Meet Point traffic.	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point <b>at a SBC MISSOURI tandem and/or End Office building</b> on the SBC MISSOURI network. The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include <b>Section</b> 251(b)(5) and IntraLATA Toll, and Meet Point traffic.	AT&T's language is most consistent with Arbitrator Report.
<b>AT&amp;T NIA 3</b>	1.2.2 <u>For the exchange of traffic with third-party carriers, SBC MISSOURI will make available to AT&amp;T leased facilities at the same price as the Dedicated Transport facilities, as set forth in Schedule Pricing.</u>		

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<b>AT&amp;T NIA 4c</b>	<p>1.2 <u>At AT&amp;T's sole discretion, AT&amp;T will establish one or more POIs within a LATA in which AT&amp;T offers local exchange service. Where SBC MISSOURI end offices subtend another ILEC's tandem switch for 251(b)(5) traffic, AT&amp;T may, at its discretion, interconnect with SBC MISSOURI for 251(b)(5) traffic via the other ILEC's tandem switch or at the SBC MISSOURI end office.</u></p>	<p><b>1.1.0 Types of Points of Interconnection</b></p>	<p>AT&amp;T's language is most consistent with Arbitrator Report.</p>

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AT&T NIA 4c	6.0 <u>The Parties shall deliver over any Local Interconnection Trunk Groups Exchange Trunk Groups groomed for a specific applicable tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the applicable tandem; (2) other SBC MISSOURI end offices that do not normally subtend such tandem, for which calls are routed to that end office on an alternate routing basis; if implemented by SBC MISSOURI and (3) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the applicable tandem. With respect to Subsection 2, SBC MISSOURI will provide to AT&amp;T any alternate routing plan it has developed, so that AT&amp;T may route traffic pursuant to such plan in the event of a network failure or other service affecting event.</u>	1.1.1 The Parties will interconnect their network facilities at a minimum of one AT&T designated Point of Interconnection (POI) within SBC MISSOURI's network in the LATA where AT&T Offers Service.	6.0 - AT&T's language is not consistent with the Arbitrator's Report. SBC's language is consistent with the Arbitrator's Report.
AT&T NIA 4c		1.1.2 A "Single POI" is a single point of interconnection within a LATA on SBC MISSOURI's network that is established to interconnect SBC MISSOURI's network and AT&T's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.	SBC's language is consistent with the Arbitrator's Report.

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AT&T NIA 4c		1.1.3 The Parties agree that AT&T has the right to choose a Single POI or multiple POIs.	SBC's language is consistent with the Arbitrator's Report.
AT&T NIA 4c		1.1.4 When AT&T has established a Single POI (or multiple POIs) in a LATA, AT&T agrees to establish an additional POI:	SBC's language is consistent with the Arbitrator's Report.
AT&T NIA 4c		(i) in any SBC MISSOURI TSA separate from any existing POI arrangement when traffic to/from that SBC MISSOURI TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or	SBC's language is consistent with the Arbitrator's Report.
AT&T NIA 4c		(ii) at an SBC MISSOURI End Office in a local calling area not served by an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.	SBC's language is consistent with the Arbitrator's Report.
AT&T NIA 4c		1.1.5 The additional POI(s) will be established within 90 days of notification that the threshold has been met.	SBC's language is consistent with the Arbitrator's Report.

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<b>Charter GT&amp;C 18a</b>	1.1.158 <u>“Transit Traffic” is traffic that either (a) originates on the network of a third party, is carried across the network of a Party, and is then delivered to the other Party for termination, or (b) originates on the network of a Party, is carried across the network of the other Party, and is then delivered to a third party for termination.</u>	1.1.158 Intentionally left blank	Charter's language is most consistent with Arbitrator Report
Charter GT&C 18a	1.1.103 <u>“Out of Exchange Traffic” is defined as Local, Transit, or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.</u>	1.1.103 “Out of Exchange Traffic” is defined as local or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.	SBC's language is most consistent with the Arbitrator's Report.
<b>CC IC 1</b>	1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-Bound Traffic, <u>Transit Traffic</u> , IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic.	<b>SBC Offers No Language</b>	The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	<u>The compensation arrangement for terminating calls from a Cellular provider to CLEC or SBC MISSOURI end users is set forth in Section 8.0 of this Attachment.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.

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CC IC 1	1.2.5 <u>Transit Traffic is a switching and transport function only, which allows one Party to send Local Traffic to a third party network through the other Party's tandem. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, SBC is obligated to provide transit functionality for MCA traffic between CLEC and third-party networks and visa-versa at no charge to the originating and terminating carrier.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	1.7 Long-Term Local Bill and Keep Option (Option 3)		

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CC IC 1	As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Section 251(b)(5) Traffic, <u>FX Traffic</u> , <u>MCA Traffic</u> and ISP-Bound Traffic originated and terminated between SBC MISSOURI and CLEC in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include <u>Transit Traffic</u> , FGA Traffic or Cellular Traffic, <u>which shall be subject to compensation as described elsewhere in this Attachment.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	<u>6.0 TRANSIT TRAFFIC COMPENSATION</u>		The CLEC Coalition's language is most consistent with Arbitrator Report

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CC IC 1	<p><u>6.1 Transit Traffic is a switching and transport function only, which allows one Party (originating Party) to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem and/or transport facilities (tandem Party). The Transit Rate of \$0.000960 is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User.</u></p>		The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	<p><u>6.2 Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party. Except as provided in Section 9, below, terminating carriers shall be required to directly bill third parties that originate calls and send traffic over Transiting Carrier's network</u></p>		The CLEC Coalition's language is most consistent with Arbitrator Report



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CC IC 1	<u>6.3 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	<u>6.4 Unless otherwise provided in this Agreement, neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	<u>6.5 Subject to section 9 below, CLEC shall not bill SBC MISSOURI for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC MISSOURI is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC MISSOURI that unidentified transit traffic volume has become significant, SBC MISSOURI agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report

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CC IC 1	6.6 <u>The transit rate above shall also apply in the case of Local Traffic originated in third party ILEC exchange areas that traverses the SBC MISSOURI Tandem Office Switch and terminates in other third party exchange areas, providing the other LEC exchanges share a common mandatory local calling area with all SBC MISSOURI exchanges included in a metropolitan exchange.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report

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CC IC 1	<p>6.7 CLEC will pay the Local Transit Traffic rates (found in Section 6.0 of this Attachment) to SBC MISSOURI for calls that originate on CLEC's network and are sent to SBC MISSOURI for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SBC MISSOURI will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SBC MISSOURI's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS provider's network. SBC MISSOURI and CLEC agree that the call records exchanged between the Parties have sufficient information to identify the originating carrier for billing purposes. SBC MISSOURI shall provide information to CLEC identifying in detail the type of call records it will send to CLEC, and will, absent agreement with CLEC otherwise, use only industry standard billing and call records formats to transmit such information to CLEC.</p>		<p>The CLEC Coalition's language is most consistent with Arbitrator Report</p>

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CC IC 1	<u>6.8 When traffic is originated by a CMRS Provider to the CLEC, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SBC MISSOURI, CLEC and the CMRS Provider, the traffic will be rated either as local or access and the appropriate compensation rates shall be paid by the transiting party to the terminating party.</u>		The CLEC Coalition's language is most consistent with Arbitrator Report
CC IC 1	<u>6.9 SBC MISSOURI and CLEC agree to use terminating records for billing of reciprocal compensation. SBC MISSOURI will not bill CLEC directly for calls that originate from third party CLECs using SBC MISSOURI's unbundled local switching (ULS). When a call is either originated from a CLEC using SBC MISSOURI's ULS or terminated to a CLEC using SBC MISSOURI's ULS, SBC MISSOURI will provide to the terminating CLEC detailed call records including the OCN of the originating CLEC using ULS. This will allow the terminating CLEC to directly bill reciprocal compensation to the originating CLEC.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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<b>CC ITR 4</b>	<p><u>2.1.1 .... Trunking to an SBC MISSOURI Local Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the SBC MISSOURI End Offices which subtend that tandem and to other service providers that are connected to SBC MISSOURI. Trunking to a SBC MISSOURI End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).</u></p>	<no language>	The CLEC Coalition's language is most consistent with Arbitrator Report
<b>CC ITR 4</b>			

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<b>CC NIA 5a, 5b</b>	1.16 “Section 251(b)(5)/IntraLATA Toll Traffic” shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic; <u>(iii) Optional EAS traffic, (iv) FX or virtual FX traffic (that may also fall under (i), (ii), or (iii)), (v) Transit Traffic, (vi) out of area traffic;</u> (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-MISSOURI where SBC-MISSOURI is both the Section 251(b)(5) Traffic and intraLATA toll provider.	<b>1.10 “Local Interconnection Trunk Groups” are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC end users and SBC MISSOURI end users.</b>	The CLEC Coalition's language is most consistent with Arbitrator Report

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CC NIA 5a, 5b	<p>2.8 [For Xspedius] Where traffic is exchanged using a two-way trunking arrangement, SBC MISSOURI shall interconnect to the CLEC/XSPEDIUS network (i.e., establish a POI) for the delivery of traffic to CLEC/XSPEDIUS at the same POI CLEC/XSPEDIUS establishes for the delivery of CLEC's/XSPEDIUS' traffic to SBC MISSOURI. Where traffic is exchanged using a one-way trunking arrangement (including two-way trunks used to carry one-way directionalized traffic), SBC MISSOURI shall interconnect to the CLEC/XSPEDIUS network (i.e., establish a POI) for the delivery of 251(b)(5)/Toll Traffic originating on the SBC MISSOURI network or routed through the SBC MISSOURI's transit tandem by third party carriers at such points as may be mutually agreed to between the Parties or, lacking mutual agreement, at the Xspedius collocation serving as the POI for the delivery of Xspedius traffic to SBC.</p>	<p>1.16 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-MISSOURI where SBC-MISSOURI is both the Section 251(b)(5) Traffic and intraLATA toll provider.</p>	<p>Xspedius language is not consistent with the Arbitrator's Report.</p>

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<b>CC NIA 8</b>	<u>2.1 CLEC may utilize facilities of third parties to satisfy all requirements herein, and SBC shall, if requested by CLEC, route section 251(b)(5) traffic, ISP Bound traffic, Optional EAS traffic or intraLATA toll traffic that is dialed to CLECs customers to Points of Interconnection of another provider for transiting to CLEC, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that CLEC does not have trunking of its own to the same local calling areas. SBC also shall, if requested by CLEC, and if CLECs circuits are busy, route overflow traffic to a third party provider/s Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. SBC shall accept CLECs traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that CLEC's traffic complies with the requirements herein.</u>	INTENTIONALLY LEFT BLANK	The CLEC Coalition's language is most consistent with Arbitrator Report
<b>CC NIA 8</b>			
<b>MCI NIM 26</b>	NIM	NIM:	



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MCI NIM 26	<u>22.1 Transit Service is defined as service which allows MCI to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party's network through SBC MISSOURI's tandem.</u>	22 Intentionally Omitted	MCI's language is most consistent with Arbitrator Report
MCI NIM 26	<u>22.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between MCI's end user customer that is routed utilizing SBC MISSOURI's tandem switch where SBC MISSOURI's end user customer is neither the originating nor the terminating party.</u>		MCI's language is consistent with Arbitrator Report
MCI NIM 26	<u>22.3 At no time shall either Party provide Transit Service to an Inter-exchange Carrier (IXC) or any other third party carrier for the purposes of avoiding paying appropriate access charges.</u>		MCI's language is consistent with Arbitrator Report

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MCI NIM 26	<p>22.4 <u>With exception of UNE-P Transit Traffic, neither local Transit Traffic nor IntraLATA Toll Transit Traffic originated by MCI shall be routed at or through any SBC MISSOURI end office switch. For calls originated by MCI that are routed over a direct end office connection between MCI's switch and the SBC MISSOURI's end office switch and have not received an LNP query when delivered to SBC MISSOURI's end office, SBC MISSOURI will query such calls. If based upon the query, the call must be transported to another carrier's switch for termination, transit rates as set forth in Appendix Pricing shall apply. Additionally, queries for such calls will be billed at rates in accordance with Appendix Pricing.</u></p>		MCI's language is consistent with Arbitrator Report

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MCI NIM 26	22.5 <u>Where SBC MISSOURI has a local tandem switch separate from an access tandem switch in the local exchange area, MCIIm-originated local Transit Traffic will be routed via SBC MISSOURI's local tandem switches, but not at or through any SBC MISSOURI access tandem switches. Where SBC MISSOURI has a local/IntraLATA tandem switch or local/access tandem switch in the local exchange area, MCIIm-originated local transit Traffic will be routed via the appropriate SBC MISSOURI local/IntraLATA tandem switch or local/access tandem switch.</u>		MCI's language is consistent with Arbitrator Report
MCI NIM 26	22.6 <u>When transiting traffic, the Parties agree to pass the originating CPN information when the third party carrier provides such information.</u>		MCI's language is consistent with Arbitrator Report
MCI NIM 26	22.7 <u>Transit Signaling. Any signaling information which is received by SBC MISSOURI from transiting traffic shall be forwarded to MCIIm.</u>		MCI's language is consistent with Arbitrator Report
MCI NIM 26	22.8 <u>The Transit Service rates are as set forth in Appendix Pricing.</u>		MCI's language is consistent with Arbitrator Report
MCI NIM 26	RECIP COMP	RECIP COMP	

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MCI NIM 26	2.1 The Telecommunications traffic exchanged between MCI and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic <u>or Transit Traffic</u> . The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <u>unbundled</u> Local Switching, to the extent that MCI's End Users are served by such <u>unbundled</u> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements	2.1 The Telecommunications traffic exchanged between MCI and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <b>wholesale</b> Local Switching, to the extent that MCI's End Users are served by such <b>wholesale</b> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements	MCI's language is most consistent with Arbitrator Report
MCI NIM 26	<u>7.1 The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing.</u>	<b>7.1 Intentionally Omitted.</b>	MCI's language is most consistent with Arbitrator Report

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<b>MCI RC 18</b>	2.1 The Telecommunications traffic exchanged between MCI and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic or <u>Transit Traffic</u> . The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing <u>unbundled</u> Local Switching, to the extent that MCI's End Users are served by such <u>unbundled</u> Local Switching purchased from SBC MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements.	<b>Intentionally Omitted</b>	MCI's language is most consistent with Arbitrator Report
<b>MCI RC 18</b>	<b>7 TRANSIT TRAFFIC COMPENSATION</b>		MCI's language is most consistent with Arbitrator Report

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI RC 18	7.1 The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing		MCI's language is consistent with the Arbitrator's Report.
<b>Sprint GT&amp;C 7</b>	1.1.138“Transit Traffic” means Telecommunications Traffic that originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network or that is originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party’s network.	None	Sprint's language is most consistent with Arbitrator Report
Sprint GT&C 7			
<b>Sprint IC 7</b>	17. TRANSIT TRAFFIC - “Transit Traffic” means Telecommunications Traffic that originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network or that is originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party’s network.	None	Sprint's language is most consistent with Arbitrator Report

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Sprint IC 7	<u>17.1 Exchange Of Traffic</u>		Sprint's language is consistent with Arbitrator Report
Sprint IC 7	<u>17.1.1 The Parties may send each other Transit Traffic.</u>		Sprint's language is consistent with Arbitrator Report
Sprint IC 7	<u>17.1.2 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.</u>		Sprint's language is consistent with Arbitrator Report
Sprint IC 7	<u>17.1.3 Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third-party LEC, CLEC, or CMRS provider for the exchange of indirect traffic to that third party.</u>		Sprint's language is consistent with Arbitrator Report
Sprint IC 7	<u>17.1.4 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.</u>		Sprint's language is consistent with Arbitrator Report
Sprint IC 7	<u>17.2 Rates for Transit Service:</u>		Sprint's language is consistent with Arbitrator Report

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<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint IC 7	<u>17.2.1 Transit service providers are rightly due compensation for the use of their tandem switching and common transport elements when providing a transit service. This compensation is based on TELRIC pricing and appears in Appendix PRICING.- All Traffic.</u>		Sprint's language is consistent with Arbitrator Report
Sprint IC 7	<u>17.2.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements.</u>		Sprint's language is consistent with Arbitrator Report



**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint IC 7	17.3 <u>The Transiting Party will use reasonable effort to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Transiting Party agrees to send all message indicators according to industry standards and to provide the terminating Party information on traffic originated by a third-party CLEC, ILEC, or CMRS provider. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.</u>		Sprint's language is consistent with Arbitrator Report
<b>Wiltel ITR 1b</b>	1.3 none	<b>1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.</b>	Wiltel's language is most consistent with Arbitrator Report
Wiltel ITR 1b	2.9 none	<b>2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.</b>	Wiltel's language is most consistent with Arbitrator Report

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel ITR 1b	3.1 CLEC shall issue Access Service Requests (ASRs) for two-way local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. SBC-13STATE shall issue ASRs for one-way trunk groups originating at the SBC-13STATE switch.	3.1 CLEC shall issue Access Service Requests (ASRs) for two-way <b>Local Only Trunk Groups</b> , Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. SBC-13STATE shall issue ASRs for one-way trunk groups originating at the SBC-13STATE switch.	Wiltel's language is most consistent with Arbitrator Report
Wiltel ITR 1b	3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's POP and an SBC-12STATE Local Tandem or End Office Switch. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.	3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's <b>switch</b> and an SBC-12STATE Local Tandem or End Office Switch. <b>Two-way Local Only Trunk Groups can be established between CLEC's switch and an SBC-12STATE Local Only Tandem Switch.</b> These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.	Wiltel's language is most consistent with Arbitrator Report

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Charter GT&amp;C 18b</b>	1.1.158 <u>"Transit Traffic" is traffic that either (a) originates on the network of a third party, is carried across the network of a Party, and is then delivered to the other Party for termination, or (b) originates on the network of a Party, is carried across the network of the other Party, and is then delivered to a third party for termination.</u>	1.1.158 Intentionally left blank	Charter's language is most consistent with Arbitrator Report
Charter GT&C 18b	1.1.103 <u>"Out of Exchange Traffic" is defined as Local, Transit, or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.</u>	1.1.103 "Out of Exchange Traffic" is defined as local or IntraLATA Toll Traffic to or from a non-SBC ILEC exchange area.	Charter's language is most consistent with Arbitrator Report
<b>AT&amp;T NIA 3</b>	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point on the SBC MISSOURI network, <u>outside plant facilities, and customer premises.</u> The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include 251(b)(5) and IntraLATA Toll Traffic <u>(which includes Transit Traffic), Exchange Access Traffic,</u> and Meet Point traffic.	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point <b>at a SBC MISSOURI tandem and/or End Office building</b> on the SBC MISSOURI network. The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include <b>Section</b> 251(b)(5) and IntraLATA Toll, and Meet Point traffic.	AT&T's language is most consistent with Arbitrator Report

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T NIA 3	1.2.2 For the exchange of traffic with third-party carriers, SBC MISSOURI will make available to AT&T leased facilities at the same price as the Dedicated Transport facilities, as set forth in Schedule Pricing.		AT&T's language is most consistent with Arbitrator Report
<b>AT&amp;T IC 3a, 3b</b>	<b>3.0 Transit Traffic Compensation</b>	<b>3.0 Intentionally Left Blank.</b>	
AT&T IC 3a, 3b	3.1 SBC MISSOURI shall provide services in connection with Transit Traffic (as defined in Section 2.3 above) that is originated or terminated by the AT&T network. In connection with Transit Traffic, the Parties agree that, when one Party's traffic transits the other Party's network to reach a third Party's telecommunications carrier, then the originating party will indemnify the transiting party against any lawful charges that any terminating third party carrier imposes or levies on the transiting party for the delivery or termination of such traffic. In addition, for Transit Traffic that is originated by AT&T, AT&T shall also compensate SBC MISSOURI at TELRIC based rates for providing transit services pursuant to Section 3.6 of this Agreement. Neither Party shall charge the transiting party for any third party originated traffic delivered to it by the transiting party.		AT&T's position is most consistent with Arbitrator Report

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T IC 3a, 3b	<p>3.2 <u>Consistent with the requirements of Attachment 28 Comprehensive Billing of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings, made within each Party's network, that have been converted to industry standard Electronic Message Interface (EMI). Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, if necessary, to third-party LECs. Each Party agrees to forward to the other Party call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including for purposes of carrier identification, OCN, any equivalent local service identifier and Carrier Identification Code, as appropriate). If records supplied by SBC MISSOURI are incomplete or lack the carrier identifier, AT&amp;T shall have the right to bill SBC MISSOURI for the c</u></p>		AT&T's language is consistent with the Arbitrator's Report.

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T IC 3a, 3b	<p><u>3.3 Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic. Unless AT&amp;T requests otherwise, the rating for transit calls when AT&amp;T provides the transit service shall be the same between the Parties as the rating for calls transited by SBC MISSOURI to or from any similarly situated third party carrier.</u></p>		AT&T's position is most consistent with Arbitrator Report
AT&T IC 3a, 3b	<p><u>3.4 Transit Traffic does not include traffic that originates and terminates in different LATAs since such traffic is covered in Section 2.1 above.</u></p>		AT&T's language is consistent with the Arbitrator's Report.

**Attachment Transit.A Detailed Language Decision Matrix**

**DP Issue: Transit Traffic Section**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T IC 3a, 3b	<p><u>3.5 Transit Traffic does not include traffic originated from a third party subscriber line that a third party provides using UNE-P. In such cases, when this traffic is terminated to AT&amp;T (and AT&amp;T is not providing service to the terminating user via UNE-P), AT&amp;T shall continue to charge SBC MISSOURI for termination of such traffic consistent with terms of this Agreement, as if the traffic originated with SBC MISSOURI, unless SBC MISSOURI provides AT&amp;T with industry standard call records in a format that will enable AT&amp;T to accurately bill the third party carrier.</u></p>		AT&T's language is consistent with the Arbitrator's Report.
AT&T IC 3a, 3b	<p><u>3.6 The Transit Rate as set forth in the Pricing Schedule is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User. The Transit Rate is a derived rate, comprised of the Tandem Switching Rate + the Tandem Transport Termination Facility Charge (utilizing 10 mile average) + the Tandem Transport Termination rate.</u></p>		AT&T's position is most consistent with Arbitrator Report