

TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS)

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TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS) TO COMMERCIAL AGREEMENT

1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment (Wireless) ("Attachment") sets forth the rates, terms and conditions of AT&T-13STATE's Transit Traffic Service as a Transit Service Provider. AT&T-13STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Wireless Service Provider (WSP) to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-13STATE's provision of Transit Traffic Service as a Transit Service Provider to interconnected WSPs that offer telephone exchange service and exchange access, as provided by FCC orders, rules and regulations (*i.e.*, cellular providers, broadband Personal Communications Services (PCS) providers and covered specialized mobile radio (SMR) providers).

2. DEFINITIONS

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from WSP's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**Central Office Switch**" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "**Calling Party Number**" or "**CPN**" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "**End Office**" or "**End Office Switch**" is an AT&T-13STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.5 "**Exchange Service**" means Telephone Exchange Service as defined in the Act.
- 2.6 "**ISP-Bound Traffic**" is defined as traffic exchanged between WSP's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from WSP's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T-13STATE exchange area; or
 - (ii) originates from WSP's end users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T-13STATE exchanges or within an AT&T-13STATE exchange, and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T-13STATE's tariff, (*e.g.*, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.7 "**IntraLATA InterMTA Traffic**" is defined as traffic exchanged between WSP's end users and the end users of a LEC Third Party Terminating Carrier which subtends an AT&T-13STATE Tandem, whereby, at the beginning of the call, the Transit Traffic originates in one Major Trading Area ("MTA") and terminates in another MTA, but where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier does not send the Transit Traffic through an IXC or an intermediary.

- 2.8 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.9 **"Section 251(b)(5) Traffic", "Section 251(b)(5) Calls"** means completed calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA. "Section 251(b)(5) Calls" does not refer to calls that originate and terminate within the local calling area of either Party. A call that is originated or terminated by a UNE-P provider is not a call that originates or terminates on either Party's network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:
- (a) For AT&T-13STATE, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.
 - (b) For WSP, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.
- 2.10 **"Tandem" or "Tandem Switch"** is an AT&T-13STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.11 **"Third Party Originating Carrier"** means a Telecommunications Carrier (*i.e.*, a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)) that originates Transit Traffic that transits AT&T-13STATE's network and is delivered to WSP.
- 2.12 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when WSP uses A&T-13STATE's Transit Traffic Service (*i.e.*, a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)).
- 2.13 **"Third Party Telecommunications Carrier"** means a Telecommunications Carrier as defined in the Act not a party to this agreement.
- 2.14 **"Transit Service Provider"** means AT&T-13STATE when providing its Transit Traffic Service.
- 2.15 **"Transit Traffic"** means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, CMRS provider-bound traffic, and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.16 **"Transit Traffic Service"** is an optional non 251/252 switching and intermediate transport service provided by AT&T-13STATE to WSP where WSP is directly interconnected with an AT&T-13STATE Tandem. AT&T-13STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T-13STATE Tandem Switch where an AT&T-13STATE end user is neither the originating nor the terminating party.
- 2.17 **"Trunk" or "Trunk Group"** means the switch port interface(s) and the communication path created to connect WSP's network with AT&T-13STATE's network for the purpose of interconnection pursuant to the Act.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will provide WSP with AT&T-13STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-13STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on WSP's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T-13STATE end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when WSP sends Transit Traffic to a Third Party Terminating Carrier's network. WSP agrees to compensate AT&T-13STATE for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Appendix Pricing, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.5 The rates that AT&T-13STATE shall charge WSP for the Transit Traffic Service is outlined in Section 6 below and attached Transit Traffic Service Appendix Pricing.

WSP Originated

- 3.6 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering Transit Traffic destined for such Third Party Terminating Carriers. In no event will AT&T-13STATE have any liability to WSP or any Third Party if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-13STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-13STATE will bill their respective charges directly to WSP. AT&T-13STATE will not be required to function as a billing intermediary (e.g. clearinghouse). Under no circumstances will AT&T-13STATE be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.7 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-13STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-13STATE has delivered, WSP will indemnify AT&T-13STATE for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-13STATE agrees to allow WSP to participate as a party.
- 3.8 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-13STATE. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-13STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, WSP agrees to cooperate to investigate and take corrective action. If WSP is passing CPN but AT&T-13STATE is not properly receiving information, WSP will work cooperatively to correct the problem. If the CPN is not received from the WSP, AT&T-13STATE can not forward the CPN and WSP will indemnify, defend, and hold harmless AT&T-13STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-13STATE's network to have CPN.
- 3.9 WSP, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T-12STATE may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

WSP terminated

- 3.10 WSP shall not charge AT&T-13STATE when AT&T-13STATE provides Transit Traffic Service as the Transit Service Provider for calls terminated to WSP.
- 3.11 When AT&T-13STATE, operating as a Transit Service Provider, routes Transit Traffic to WSP from a Third Party Originating Carrier, AT&T-13STATE agrees to pass the originating CPN information to WSP as provided by the Third Party Originating Carrier.
- 3.12 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from AT&T-13STATE serving as the Transit Service Provider. Where AT&T-13STATE is providing a Transit Traffic Service, AT&T-13STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-13STATE can not forward the CPN; therefore, WSP will indemnify, defend and hold harmless AT&T-13STATE from any resultant Losses. If AT&T-13STATE or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, WSP agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-13STATE or WSP is not properly receiving information, WSP will work cooperatively to correct the problem.
- 3.13 WSP agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-13STATE, as the Transit Service Provider, will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC ROUTING

- 4.1 In each LATA in which WSP has one or more MSCs and desires to exchange Transit Traffic through AT&T-13STATE, WSP shall trunk from each of its MSCs to all AT&T-13STATE Tandems in such LATA; or, in the event WSP has no MSC in a LATA in which it desires to exchange Transit Traffic through AT&T-13STATE, WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-13STATE Tandems in such LATA.
- 4.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-13STATE Tandem Switch that is subtended by such Third Party Terminating Carrier's switch.
- 4.3 Transit Traffic not routed to the appropriate AT&T-13STATE Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T-13STATE End Office Switch shall be considered misrouted.
- 4.4 Upon written notification from AT&T-13STATE of misrouting of Transit Traffic by WSP as identified above, WSP will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.5 Facilities and trunking pursuant to WSP's Interconnection Agreement, referenced in Interconnection Trunking Requirements (Appendix ITR) to the Interconnection Agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. TANDEM TRUNKING AND DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic between WSP and a Third Party Terminating Carrier (*i.e.*, CLEC, ILEC, CMRS provider or OELEC) through an AT&T-13STATE Tandem requires twenty-four (24) or more Trunks, upon AT&T-13STATE's written request, WSP shall establish a direct Trunk Group or alternate transit arrangement between itself and such Third Party Terminating Carrier within sixty (60) calendar days. WSP shall route Transit Traffic via AT&T-13STATE's Tandem Switches, and not at or through any AT&T-13STATE End Offices. Once this Trunk Group has been established, WSP agrees to cease routing

Transit Traffic through the AT&T-13STATE Tandem as provided above, to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when WSP sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-13STATE's tandem switch where an AT&T-13STATE end user is neither the originating nor the terminating party. WSP agrees to compensate AT&T-13STATE operating as the Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

7. EFFECTIVE DATE; TERM

- 7.1 Notwithstanding anything to the contrary, this Transit Traffic Service Appendix shall become effective as of the date of the latter of: (1) the effective date(s) of individual interconnection agreement(s), entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and WSP, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the effective date of a non 251/252 agreement incorporating this Transit Traffic Service Appendix. The terms of this Transit Traffic Service Appendix shall expire upon the date of the earlier of: (1) the date of the expiration of each individual interconnection agreement, entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and WSP, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the date of termination of a non 251/252 agreement incorporating this Transit Traffic Service Appendix.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 In entering into this Agreement, this Attachment, and any Amendments to such Agreement 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). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement, and/or this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement or this Attachment, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement or this Attachment. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 8.2 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.