

## **ATTACHMENT 11: PHYSICAL NETWORK INTERCONNECTION**

This Attachment 11 describes the physical construction requirements of TCG-KC and SBC MISSOURI for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service, including ordering, signaling, and maintenance.

The following are noted for reference.

- 1.0 Compensation terms for local and intraLATA toll and facilities and trunking to provide local and intraLATA toll are set forth in the appropriate Appendix Pricing of this Agreement.
- 2.0 Related record-keeping and record exchange requirements are set forth in Attachments 4, 5, 9 and 10 of this Agreement.
- 3.0 Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Attachment 6, Schedule of Prices, of this Agreement.
- 4.0 Interconnection provided by SBC MISSOURI shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Attachment 17 of this Agreement.
- 5.0 Intentionally left blank.

**PART A: INTERCONNECTION POINTS**

- 1.0 SBC MISSOURI shall permit TCG-KC to physically interconnect with SBC MISSOURI at any technically feasible point, including, without limitation, tandems, end offices, designated Points of Interconnection ("POI") and customer premises (with customer premises interconnection subject to Part B, Section 1.4 of this Attachment). Nothing in this Attachment shall limit TCG-KC's right to interconnect with SBC MISSOURI. POI means the point at which the Parties physically interconnect their networks. The POI shall serve as the point of demarcation for maintenance and provisioning responsibilities between the Parties.
- \*1.1 Subject to Section 1.2 below, the Parties will interconnect their network facilities at a minimum of one mutually agreeable and technically feasible Point of Interconnection (POI) in each SBC MISSOURI Exchange Area in which TCG-KC offers local exchange service. For purposes of interconnection and inter-carrier compensation, "Exchange Area" shall be defined consistent with SBC MISSOURI's Missouri retail tariffs, except that the entirety of a Metropolitan Calling Area ("MCA") shall be considered a single Exchange Area, in circumstances where CLEC establishes a POI at a SBC MISSOURI local tandem located within that MCA. If TCG-KC establishes a POI at a SBC MISSOURI local tandem located in a MCA, TCG-KC may, at its option, deliver to SBC MISSOURI at that POI all traffic that originates and terminates within that MCA, until such time as traffic volumes between TCG-KC and a particular SBC MISSOURI end-office within that MCA justify deployment of direct trunking. Each party will be responsible for providing necessary equipment and facilities on their side of the POI for this arrangement. If TCG-KC establishes collocation at an end office, any direct trunks will be provisioned over the TCG-KC collocation facility. A POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as TCG-KC initiates exchange service operations in additional SBC MISSOURI Exchange Areas.
- \*1.2 If TCG-KC desires a single POI or multiple POIs in a LATA, SBC MISSOURI agrees to provide, for the exchange of local traffic, dedicated or common transport to any other Exchange Area within the LATA requested by TCG-KC, or TCG-KC may self-provision, or use a third party's facilities. Such interconnection shall be permitted only to the extent it is technically feasible. Disagreements regarding terms and conditions to implement this paragraph will be subject to negotiation and, if necessary, resolution in accordance with the provisions of General Terms and Conditions, Section 9.5 (Formal Resolution of Disputes).
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- 2.0 Intentionally left blank.
- 3.0 Intentionally left blank.
- 3.1 Intentionally left blank.
- 3.2 Intentionally left blank.

- 3.3 The Interconnection of the TCG-KC and SBC MISSOURI networks would be designed to promote network efficiency as long as TCG-KC does not combine traffic in order to avoid payment of access charges for intraLATA and interLATA traffic originating by or terminating to a customer who is not a TCG-KC local exchange customer.
- \*3.4 Each Party will be responsible for providing facilities and engineering its network on its side of the IP.
- \*3.5 Intentionally left blank.
- \*4.0 If TCG-KC determines to offer local Interconnection within a SBC MISSOURI area, TCG-KC shall provide written notice to SBC MISSOURI of the need to establish Interconnection in each local exchange area. Such request shall include (i) TCG-KC's Switch address, type of Switch and CLLI code; (ii) TCG-KC's requested Interconnection activation date; and (iii) a non-binding forecast of TCG-KC's trunking and facilities requirements.
- 5.0 Upon receipt of TCG-KC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 6.0 TCG-KC and SBC MISSOURI will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Attachment.
- 7.0 TCG-KC and SBC MISSOURI shall:
- 7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.2 Notify each other when there is any change affecting the service requested, including the due date.

## **PART B: INTERCONNECTION ARCHITECTURE**

- 1.0 METHODS - The Party that is responsible to provide the transport facilities shall select one of the following interconnection methods to establish and augment such facilities in accordance with the provisions set forth in this Part B:
  - 1.1 Interconnection by one Party at the premises of the other Party.
    - 1.1.1 SBC MISSOURI shall provide collocation to TCG-KC pursuant to the terms set forth in Attachment 13, Appendix Collocation, of this Agreement. TCG-KC may purchase such collocation at the rates, terms, and conditions set forth in this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the tariff, the Agreement shall control.
    - 1.1.2 TCG-KC, at its sole discretion, may permit SBC MISSOURI to utilize space and power in TCG-KC facilities specified by TCG-KC solely for the purpose of terminating I-Traffic. The terms and conditions of such arrangement shall be pursuant to Part G: Space License of this Agreement.
  - 1.2 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.
  - 1.3 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
  - 1.4 Intra-building Interconnection – where both Parties have constructed broadband facilities into a building (*e.g.*, a commercial building that is not a telephone central office or a telephone central office condominium arrangement) and agree to establish a POI at such location utilizing intra-building cable. Such arrangements will be subject to mutual agreement by both Parties.
  - 1.5 Mid-Span Fiber Interconnection – subject to mutual agreement of the Parties, interconnection of each Party's fiber cable at a location where the parties have jointly established a POI, or where each Party provides a fiber cable to the other Party's serving wire center. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the POI.
    - 1.5.1 The Parties will work cooperatively in the selection of compatible transmission equipment.
    - 1.5.2 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.
    - \*1.5.3 Subject to Part C, Mid-Span Fiber Interconnection trunks shall be two-way.
  - 1.6 Intentionally left blank.

- 1.7 Intentionally Left Blank.
- 1.8 Any other method mutually determined to be technically feasible and requested by TCG-KC. If the Parties cannot agree that a particular method is technically feasible, after discussion for a period of thirty consecutive days, then either Party can seek resolution of such disagreement in accordance with the dispute resolution process set forth in Section 9 of the General Terms and Conditions of this Agreement. If a technically feasible interconnection method requested by TCG-KC pursuant to this Section 1.8 is substantially more costly to SBC MISSOURI than each of the other methods explicitly provided for in this Part B, then TCG-KC shall bear the additional cost of such requested interconnection method, including a reasonable profit. If the Parties cannot agree (1) that such requested method is substantially more costly to SBC MISSOURI than each of the other methods explicitly provided for in this Part B or (2) to the amount of any additional costs that TCG-KC would bear to interconnect to SBC MISSOURI using such requested method, after discussion for a period of thirty consecutive days then either Party can seek resolution of such disagreement in accordance with the dispute resolution process set forth in Section 9 of the General Terms and Conditions of this Agreement.
- \*1.9 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.
- 1.10 With respect to facilities that carry OS/DA, 911 or mass calling, each Party is financially responsible for the delivery of its originating traffic to the other Party's terminating switch (i.e., TCG-KC would be solely responsible for ancillary trunks used solely for TCG-KC's traffic).
- 1.11 Intentionally left blank.
- 1.12 Processes:
- 1.12.1 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Part E Section 7 will be used in determining trunk group sizing requirements and forecasts.
- 1.12.2 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 1.12.3 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.
- 2.0 **TRANSITION TO NEW ARRANGEMENT** – In the event the agreement includes interconnection arrangements that differ from those already employed by the Parties, the Parties will convert all existing I-Traffic, defined as local, intraLATA toll, transit, and meet point traffic, interconnection arrangements and trunks to the interconnection arrangements described in this Agreement in accordance with the following:

- \*2.1 Within forty five (45) days of the Effective Date of this Agreement, the Parties will mutually develop a transition plan for each LATA or local exchange area based on the terms of this Agreement, that will specify: (1) each Party's IPs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.
- \*2.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement. If one Party unilaterally seeks to change the network architecture from one previously agreed to by the Parties, the Party seeking the change shall pay such conversion costs. The conversion costs will be defined as the time and materials required to complete the requested conversion.
- 2.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.
- 2.4 If, following one (1) year after the Effective Date of the Agreement, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 9 of General Terms and Conditions of this Agreement, to require the other party to complete such conversion.
- \*3.0 MEET POINT TRAFFIC - The Parties will establish separate, two-way trunk groups to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:
- \*3.1 Each Party will provide to the other Party tandem switching and transport of Feature Group B and D calls from end-users who have chosen an IXC that is connected to the first Party's tandem switch.
- 3.2 Neither Party will charge the other for the use of its facilities; and the Parties will allocate revenues from the switched access services provided to the IXC in accordance with MECOD/MECAB guidelines.
- \*3.3 Such facilities will not be used by the long distance carrier to avoid access tandem charges, only to provide competition in the access tandem switching environment.
- 3.4 At TCG-KC's request, one-way Meet Point Traffic 64 Kbps CCC trunks will be established by the Parties to enable TCG-KC to deliver undipped 8YY traffic from TCG-KC Customers to the LEC SSP for dipping in the Industry Toll Free Data Base. All originating toll free service calls for which TCG-KC requests that SBC MISSOURI perform the SSP function (e.g., perform the database query) shall be delivered to SBC MISSOURI, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and Circuit Code of "08" or GR-317-CORE

- format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.
- 3.5 With respect to all TCG-KC 5ESS switches identified in the LERG with an OCN of 7421 (i.e., 5ESS adjunct switches to 4ESS switches), the parties will agree on a single destination in the LATA for all LEC bound translated 8YY calls (e.g., the SBC MISSOURI tandem that such TCG-KC 5ESS switch subtends). All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate 64 kbps CCC Meet Point Billing Trunk Group. This trunk group can also be used for incoming IXC originated traffic destined for the TCG-KC end office.
- 3.6 In the case of Switched Access Services provided through either Party's access tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access Service customer will accept or pay for the traffic.
- \*3.7 The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, traffic received from Switched Access customers in all cases shall be sent to the other Party's tandem that is subtended by such end office.
- \*3.8 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.
- 3.9 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.
- 4.0 STANDARDS – The Parties will use the following interconnection standards:
- 4.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.
- 4.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe

formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.

- 4.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
- 4.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Part F (Forecasting) of this Agreement and sound engineering practices.
- 4.5 Interconnection will be provided, subject to the operations plan described in Section 2 of this Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (*e.g.*, STS-1).
- 4.6 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, SBC MISSOURI will provide any multiplexing required for DS1 facilities or trunking at their end and TCG-KC will provide any DS1 multiplexing required for facilities or trunking at their end.

### **PART C: TRUNK ARRANGEMENTS**

- \*1.0 Local and intraLATA toll and Transit Traffic trunk groups will be provisioned to carry combined local and intraLATA traffic. Unless the parties mutually agree otherwise, local and intraLATA toll and Transit Traffic trunk groups shall be two way trunks. Local, IntraLATA, local/IntraLATA, or InterLATA two-way trunk groups can be established between a TCG-KC switch and a SBC MISSOURI Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained.
- \*2.0 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.
- 3.0 Intentionally left blank.
- 4.0 Transit traffic is originated by or terminated to the TCG-KC End User from or to other networks and not to SBC MISSOURI End Users.
- 5.0 Intentionally left blank.
- 5.1 Intentionally left blank.
- 6.0 Intentionally left blank.
- 7.0 Intentionally left blank.
- \*8.0 All traffic received by SBC MISSOURI on the direct End Office trunk group from TCG-KC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the SBC MISSOURI End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.
- 9.0 Intentionally left blank.
- 10.0 Two-way Meet Point Traffic trunk groups will be established, separate from local and intraLATA toll and Transit trunk groups, pursuant to Section 3 of Part B, to carry Switched Access traffic for third-party IXC customers.
- 11.0 Intentionally left blank.
- \*12.0 When SBC MISSOURI has more than one Access Tandem in a local exchange area or LATA, TCG-KC shall establish an InterLATA trunk group to each SBC MISSOURI Access Tandem where

- the TCG-KC has homed its NXX code(s). If the Access Tandems are in two different states, TCG-KC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 13.0 TCG-KC will home its NPA-NXXs to the applicable tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 14.0 Intentionally left blank.
- \*15.0 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. When using an NXX over an area that is larger than what is typically assigned as the legacy SBC MISSOURI rate center, the Party that owns the NXX will provide service to a specific end user with that Party's own facilities.
- 16.0 E911 Trunk Group
- 16.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which TCG-KC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. TCG-KC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Where the Parties utilize SS7 signaling and the E911 network has the appropriate technology available, only one E911 trunk group, at TCG-KC's option, shall be established to handle multiple NPAs within the local exchange area.
- 16.2 TCG-KC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the SBC-13STATE 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
- 16.3 TCG-KC will cooperate with SBC MISSOURI to promptly test all 9-1-1 trunks and facilities between TCG-KC's network and the SBC MISSOURI 9-1-1 Tandem to assure proper functioning of 9-1-1 service. TCG-KC will not turn-up live traffic until successful testing is completed by both Parties.
- \*17.0 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA or local exchange area.
- 18.0 Originating Feature Group B for meet point traffic delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.
- 19.0 Intentionally left blank.
- 20.0 The Parties shall deliver over any I-Traffic 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 TCG-KC any alternate routing plan it has developed, so that TCG-KC may route traffic pursuant to such plan in the event of a network failure or other service affecting event.

- 21.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 22.0 The source for the routing information for all traffic, including miscellaneous calls (e.g., time, weather, 976), shall be the LERG, unless otherwise agreed to between the Parties.
- 23.0 The Parties shall establish either (1) if both parties agree, the capability to perform call gapping and other protective network traffic management controls; or (2) separate, choke trunk groups for the completion of calls to customers such as radio contest lines. The choke trunk group will be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

- 24.0 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.
- 25.0 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. These services are provided in Appendix Inward.
- 26.0 Intentionally left blank.
- 27.0 Intentionally left blank.
- 28.0 The Parties will manage interconnection trunks in accordance with the following:
- 28.1 Both Parties will jointly manage the capacity of Meet Point Billing Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Meet Point Billing Trunk Groups based on its capacity assessment. The TGSR is a standard industry

support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization.

- \*28.2 With respect to local and intraLATA toll trunk groups, TCG-KC and SBC MISSOURI shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups. SBC MISSOURI may send a Trunk Group Service Request (TGSR) to TCG-KC to trigger changes to the Meet Point Billing Trunk Groups based on its capacity assessment.
- 28.3 Within ten (10) business days after receipt of the TGSR, the receiving Party will either issue an ASR to the other Party or will schedule a joint planning discussion to resolve and mutually agree to the disposition of the TGSR.
- 29.0 The Parties will implement trouble and testing procedures in accordance with the terms set forth in Part E: Network Maintenance and Management of this Agreement.
- 30.0 The technical and operational interfaces and procedures to be followed by the Parties are set forth in Part E: Network Maintenance and Management of this Agreement.
- 31.0 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties to each in the frequency and format set forth in Part F: Forecasting of this Agreement.
- 32.0 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

To ensure that blocking standards are being met, SBC MISSOURI agrees to provide upon a reasonable request of TCG-KC, the following information on all trunks, regardless of the type of traffic being transported:

- 32.1 the percentage of trunk groups blocked by route in SBC MISSOURI's network,
- 32.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each TCG-KC NXX subtending the SBC MISSOURI tandem to determine which TCG-KC traffic by NXX is being blocked, and
- 32.3 the point(s) behind the tandem in SBC MISSOURI's network where the blocking is occurring.
- 32.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at a minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

- 32.5 Upon a reasonable request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retrials and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.
- 33.0 The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.

## **PART E: NETWORK MAINTENANCE AND MANAGEMENT**

**1.0** The Parties will work cooperatively to install and maintain a reliable network. TCG-KC and SBC MISSOURI will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

**2.0** Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

### **3.0 Outage Repair Standard**

In the event of an outage or trouble in any arrangement, facility, or service being provided by SBC MISSOURI hereunder, SBC MISSOURI will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by SBC MISSOURI to itself or any subsidiary, Affiliate or any other carrier whose network is connected to that of SBC MISSOURI. TCG-KC and SBC MISSOURI may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

### **4.0 Notice of Changes Section 251(c)(5)**

If SBC MISSOURI makes a change in the information necessary for the transmission and routing of services using SBC MISSOURI's network, or any other change in its network which it believes will materially affect the interoperability of its network with TCG-KC's network, SBC MISSOURI shall provide at least ninety (90) days advance written notice of such change to TCG-KC, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, SBC MISSOURI will comply with such rules. This Agreement is not intended to limit SBC MISSOURI's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SBC MISSOURI's obligations to TCG-KC under the terms of this Agreement.

### **5.0 Joint Network Implementation and Grooming Process**

TCG-KC and SBC MISSOURI shall jointly develop an implementation and grooming process which shall define and detail, among other things,

(a) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk

Groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(b) disaster recovery provision escalations;

(c) agreed migration from one-way to two-way or two-way to one way, as the case may be, Local Only and/or Local Interconnection Trunk Groups in accordance with Part C;

(d) the procedures to govern any TCG-KC request for information concerning available SBC MISSOURI network facilities;

(e) additional technically feasible and geographically relevant POIs or methods of Interconnection; and

(f) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage Local Interconnection Trunk Groups as good engineering practices may dictate.

## **6.0 Installation, Maintenance, Testing and Repair**

Interconnection shall be equal in quality to that provided by SBC MISSOURI to itself or any subsidiary, Affiliate, or third party. For purposes of this section, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or equivalent services. If SBC MISSOURI is at any time unable to fulfill its obligations under this Section 6, it shall notify TCG-KC of its inability to do so and will negotiate alternative intervals in good faith. SBC MISSOURI shall provide TCG-KC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all services, including Interconnection, provided to TCG-KC under this Agreement that it currently provides for the maintenance of its own network. SBC MISSOURI shall provide TCG-KC at least sixty (60) days' advance notice of any scheduled maintenance activity that may impact TCG-KC's Customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, and estimated number of work-hours for completion.

6.1 Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that TCG-KC LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate SBC MISSOURI switches. Each Party will provide milliwatt test numbers, with answer supervision, or another industry accepted method mutually agreed to by the Parties, to allow for proper testing of NPA NXX codes. A mutually agreed to test calling plan shall be conducted to ensure successful completion of originating and terminating calls.

6.2 The Parties will coordinate continuity testing to ensure that signals are passed for access and egress.

## **7.0 Trunk Servicing**

7.1 Orders from one of the Parties to the other to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR) (or other industry standard form, agreed to by the Parties) for local service ordering, transmitted using an electronic ordering interface. TCG-KC will issue ASRs for all two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring, through the TGSR, ASR or other means, with the other Party.

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7.2.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments, in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order. Additional tie down information, such as span information, may be required when applicable.

7.2.3 The Parties will prepare ASRs and TGSRs pursuant to the Industry Standard Guidelines of the OBF. When submitting an ASR, SBC MISSOURI will identify TCG-KC's end office or virtual end office in the SECLOC field of the ASR form.

7.2.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

7.3 The standard interval used for the provisioning of additions to Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk Groups shall be no greater than twenty (21) business days, from the receipt of a properly completed ASR, for orders of fewer than ninety-six (96) DS0 trunks. Other orders shall be determined on an individual case basis. SBC MISSOURI remains open to consider expedited installation intervals, upon request by TCG-KC.

7.3.1 The only action for failure to meet any performance standards are contained in Attachment 17: Performance Remedy Plan.

7.3.2 If TCG-KC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk Groups by the due date, TCG-KC will endeavor to provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. Any TCG-KC requests for a service due date change that is more than thirty (30) calendar days beyond the original service due date will be subject to the agreement of both Parties. Should agreement not be reached on the new due date, the ASR shall be considered cancelled.

- 7.4 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SBC MISSOURI and TCG-KC work groups, including, but not limited to, the initial establishment of Meet Point Trunk Groups or Local Only and/or Local Interconnection Trunk Groups, extending service into a new area, NXX code moves, facility grooming, or network rearrangements. Several orders submitted at one time may not be classified as a major project hereunder without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.
- 7.5 As provided herein, TCG-KC and SBC MISSOURI agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. TCG-KC and SBC MISSOURI agree to exchange an up-to-date list promptly following changes in personnel or information.

#### **8.0 LERG Listings**

Each Party is responsible for obtaining Local Exchange Routing Guide (“LERG”) listings of CLLI codes assigned to its switches.

#### **9.0 LERG Use**

Each Party shall use the LERG published by Telecordia or its successor for obtaining routing information and shall provide all required information for maintaining the LERG in a timely manner. Information that is critical to routing and inputted incorrectly in the LERG shall not be implemented until corrected. Dates associated with the correction should be rescheduled.

#### **10.0 Switch Programming**

Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from all of the other Party's assigned NXX codes. The standard intervals, as outlined within the LERG and in accordance with industry guidelines, should be followed for opening all NPA-NXX codes within each Party's network. Either Party may request that a code be opened in the other Party's network in an interval shorter than the standard intervals but not less than what is specified in accordance with industry guidelines for an expedite, and the Party receiving this expedite request will cooperate to the extent possible. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

## **11.0 Network Management**

- 11.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. TCG-KC and SBC MISSOURI will immediately notify each other of any protective control action planned or executed.
- 11.2 Expansive Protocols -- Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 11.3 Mass Calling – TCG-KC and SBC MISSOURI shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

## **12.0 Interference or Impairment**

When the Parties have trunks that are blocking, the Parties will respond to a TGSR in three business days.

## **13.0 Reservation of Rights/Intervening Law**

- 13.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Part E.

## **PART F: NETWORK INTERCONNECTION - TRUNK FORECASTING**

- 1.0 TCG-KC agrees to provide an initial forecast for establishing the initial trunk groups required for interconnection. SBC MISSOURI shall review this forecast, and if it has any additional information that will change the forecast, shall provide this information to TCG-KC. The Parties agree to provide non-binding trunk forecast information to each other twice a year, for the trunk groups for which they have order control. SBC MISSOURI will use the latest TCG-KC forecasts received prior to January 1 and July 1 for consideration in the semi-annual publication of the SBC MISSOURI General Trunk forecast. The semi-annual forecasts shall include:
  - 1.1 Yearly forecasted trunk quantities (which include measurements that reflect all trunk groups in Part C) should be provided for a minimum of three (current and plus 1 and plus 2) years and;
  - 1.2 The use of Common Language Location Identifier, described in Telcordia documents BR 795-100-100 and BR 795-400-100 and;
  - 1.3 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 2.0 If differences in semi-annual forecasts of the Parties vary by more than 96 additional DS0 trunks for each trunk group, the Parties shall meet to reconcile the forecast to within 96 DS0 trunks.
- 3.0 Intentionally left blank.
- 4.0 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 5.0 TCG-KC shall be responsible for forecasting two-way trunk groups. SBC MISSOURI shall be responsible for forecasting and servicing the one way trunk groups terminating to TCG-KC and TCG-KC shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC MISSOURI, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.
- 6.0 **Reservation of Rights/Intervening Law**
  - 6.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Part F.

## **PART G: SPACE LICENSE**

- 1.0** TCG-KC, at its sole discretion, may license SBC MISSOURI to situate SBC MISSOURI equipment in the TCG-KC CO and to utilize TCG-KC site support services in the TCG-KC CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to TCG-KC for completion in accordance with Part B Interconnection Architecture. Such licenses and site support services are referred to herein collectively as a "Space License."
- 2.0** The only allowable network interfaces under a Space License are DS1 and DS3.
- 3.0** Space Licenses are available at TCG-KC's sole discretion and are further subject to the availability of space and site support services in each TCG-KC CO. To establish a Space License, SBC MISSOURI must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
  - 3.1** Among the information to be provided in the questionnaire, SBC MISSOURI must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the TCG-KC CO in which SBC MISSOURI's equipment is or is to be located is referred to herein as the "Equipment Space."
  - 3.2** The SBC MISSOURI is responsible for the installation of Licensed Facilities in accordance with TCG-KC's installation processes and procedures.
  - 3.3** If SBC MISSOURI desires to modify its request, prior to notification from TCG-KC regarding availability, SBC MISSOURI may do so by requesting that TCG-KC cancel the original request providing a new questionnaire to TCG-KC to process.
- 4.0** Following receipt of the questionnaire, TCG-KC will determine whether there is sufficient TCG-KC CO space and site support services to meet the request contained in SBC MISSOURI's questionnaire. TCG-KC will notify SBC MISSOURI in writing whether there is sufficient TCG-KC CO space available for each such request.
- 5.0** Upon receiving written notification of the availability of TCG-KC CO space from TCG-KC, SBC MISSOURI will provide written verification that it still requires such TCG-KC CO space. This written notification is SBC MISSOURI's firm order for each TCG-KC CO space requested, and will constitute an executed Space License under the terms of this Agreement.

**6.0 Rates and Charges**

6.1 The rates and charges payable by SBC MISSOURI under this Space License are set forth below:

Rate Element	Monthly Charge	Nonrecurring Charge
DS1 Port Termination		
- per port (first 28)	\$36.00	\$267.00
- per port (29-56)	\$33.00	\$267.00
- per port (57-84)	\$26.00	\$267.00
- per port (85-112)	\$21.00	\$267.00
- per port (113-140)	\$17.00	\$267.00
- per port (141-168)	\$13.00	\$267.00
- per port (169-300)	\$12.00	\$175.00
- per port (301-500)	\$12.00	\$125.00
- per port (501-750)	\$12.00	\$ 75.00
- per port (751-1000)	\$12.00	\$ 50.00
- per port (1001- and above)	\$12.00	\$ 25.00
DS3 to DS1 Multiplexing		
- per multiplexer	\$815.00	\$970.00

7.0 TCG-KC agrees to provide site support services as follows:

- 7.1 TCG-KC will design, engineer, furnish, install, and maintain cable racks for SBC MISSOURI's use.
- 7.2 TCG-KC will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which TCG-KC will supply DC power to SBC MISSOURI.
- 7.3 TCG-KC will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
- 7.4 TCG-KC will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that TCG-KC maintains for its own similar equipment.
- 8.0 TCG-KC will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

- 9.0** SBC MISSOURI will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to TCG-KC, so that TCG-KC may complete such calls in accordance with this Attachment 11: Physical Network Interconnection. SBC MISSOURI agrees not to make any other use of the Space Licenses without the advance written consent of TCG-KC.
- 10.0** Upon reasonable advance notice and for the limited purpose of performing work for which SBC MISSOURI is responsible under this Agreement, TCG-KC licenses SBC MISSOURI to enter and exit the Equipment Space through portions of the TCG-KC CO as designated by TCG-KC. Unless a service outage is occurring or appears to be imminent, SBC MISSOURI shall perform its work in the TCG-KC CO during regular business hours as designated from time to time by TCG-KC.
- 11.0** SBC MISSOURI shall either furnish to TCG-KC, and keep current, a written list of all SBC MISSOURI's employees and TCG-KC approved contractors authorized to enter the Equipment Space, or provide a 24 hour local or toll-free telephone number which TCG-KC can use to verify the authority of such persons. SBC MISSOURI shall also furnish to TCG-KC, and keep current, samples of the identifying credentials to be carried by such persons. TCG-KC will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provision of this Agreement, SBC MISSOURI hereby releases TCG-KC, TCG-KC's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom TCG-KC has admitted in good faith to the TCG-KC CO.
- 12.0** While in the TCG-KC CO, employees of SBC MISSOURI and its contractors must comply at all times with TCG-KC's security and safety procedures and requirements. TCG-KC may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with TCG-KC's procedures and requirements after being notified of them.
- 13.0** SBC MISSOURI will be responsible for selecting its contractors and causing their compliance with this Agreement.
- 14.0** Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around TCG-KC's CO.
- 15.0** SBC MISSOURI's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in TCG-KC's sole judgment, might cause damage to or otherwise interfere with TCG-KC's operations. TCG-KC reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of TCG-KC (and its affiliates, vendors, and customers).
- 16.0** In addition to the Licensed Facilities, SBC MISSOURI may bring into the Equipment Space the small tools and portable test equipment needed for the work for which SBC MISSOURI is responsible. SBC MISSOURI will be responsible for the care and safeguarding of all such items.

SBC MISSOURI may not bring any other items into the TCG-KC CO without TCG-KC's prior written consent. In particular, and without limiting the foregoing, SBC MISSOURI may not bring into the TCG-KC CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

- 17.0** TCG-KC and its designees may inspect or observe the Equipment Space, the space designated by TCG-KC for SBC MISSOURI transmission cable, the Licensed Facilities, and any work performed by or behalf of SBC MISSOURI in the TCG-KC CO, at any time. If the Equipment Space is surrounded by a security enclosure, SBC MISSOURI shall furnish TCG-KC with all mechanisms and information needed for entry to the Equipment Space.
- 18.0** TCG-KC and SBC MISSOURI intend that the Licensed Facilities, whether or not physically affixed to the TCG-KC CO, shall not be construed to be fixtures. SBC MISSOURI (or the lessor of SBC MISSOURI equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
- 19.0** SBC MISSOURI agrees not to sell, convey, or lease SBC MISSOURI transmission cable under any circumstances, except for a conveyance of SBC MISSOURI transmission cable to TCG-KC upon termination of the applicable Space License. SBC MISSOURI further agrees not to cause, suffer, or permit SBC MISSOURI transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by SBC MISSOURI or any act or omission of SBC MISSOURI. If SBC MISSOURI transmission cable becomes so encumbered, SBC MISSOURI agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
- 20.0** The licenses granted by this Agreement are non-exclusive personal privileges allowing SBC MISSOURI to situate the Licensed Facilities in the locations indicated by TCG-KC. These licenses and the payments by SBC MISSOURI under this Agreement do not create or vest in SBC MISSOURI (or in any other person) any property right or interest of any nature in any part of the TCG-KC CO.
- 21.0** The licenses granted to SBC MISSOURI under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any TCG-KC CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
- 22.0** TCG-KC may relocate the licensed space, or the TCG-KC CO, or both upon thirty (30) days prior written notice to SBC MISSOURI. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is TCG-KC's responsibility and is performed by TCG-KC will be without charge to SBC MISSOURI. TCG-KC will reimburse SBC MISSOURI for the reasonable cost of such relocation work performed by SBC MISSOURI, and TCG-KC will provide at its own expense any additional or replacement cable racks and SBC MISSOURI transmission cable needed to accommodate the relocation of the installation. TCG-KC and SBC MISSOURI will work together in

good faith to minimize any disruption of service in connection with such relocation.

**23.0** Licensed Facilities will be furnished, installed and maintained in accordance with the following:

23.1 SBC MISSOURI agrees to furnish all Licensed Facilities.

23.2 SBC MISSOURI agrees to install the Licensed Facilities. SBC MISSOURI agrees to comply with specifications and processes furnished by TCG-KC for installation performed by SBC MISSOURI.

23.3 SBC MISSOURI agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in SBC MISSOURI's frame to the designated TCG-KC power source. SBC MISSOURI will distribute the power among its equipment within the Equipment Space.

23.4 SBC MISSOURI agrees to maintain in good working order all SBC MISSOURI equipment in Equipment Space. TCG-KC agrees to repair SBC MISSOURI transmission cable. SBC MISSOURI is not permitted to repair installed SBC MISSOURI transmission cable in order to avoid possible harm to other transmission cables.

23.5 SBC MISSOURI may use contractors to perform installation and maintenance for which SBC MISSOURI is responsible. TCG-KC consents to use of those contractors listed on a then current TCG-KC approved list of SBC MISSOURI submitted contractors. Use of any other contractors shall require TCG-KC's prior written consent, which shall not be unreasonably withheld.

23.6 SBC MISSOURI may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If SBC MISSOURI chooses to install its equipment in locked cabinets, SBC MISSOURI shall leave the appropriate keys with TCG-KC and agrees to allow TCG-KC the right of entry to such cabinets.

**24.0** Under the Space Licenses, TCG-KC performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by TCG-KC, and provides no maintenance for any SBC MISSOURI equipment in Equipment Space. TCG-KC warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with TCG-KC technical specifications and that the incidental material provided by TCG-KC shall be free from defects. TCG-KC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**25.0** In addition to any other rights or remedies that TCG-KC may have under this Agreement or at law, TCG-KC may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

25.1 SBC MISSOURI fails to pay charges due or fails to comply with any of the terms or conditions of this Part G.

- 25.2 SBC MISSOURI fails to utilize the Licensed Facilities for the authorized purpose described in this Part G.
- 25.3 SBC MISSOURI fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Part G.
- 26.0** In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 26.1 Within thirty (30) days after termination of a Space License, SBC MISSOURI will, at its sole expense, remove all SBC MISSOURI equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If SBC MISSOURI fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, TCG-KC may, at its option, upon ten (10) days written notice to SBC MISSOURI, perform the removal and restoration at SBC MISSOURI's sole risk and expense.
- 26.2 Because removal of installed SBC MISSOURI transmission cable may cause damage to other cables or fiber, SBC MISSOURI agrees to relinquish its transmission cable to TCG-KC in lieu of removal. Upon termination of the applicable Space License, all SBC MISSOURI transmission cable will be automatically conveyed to TCG-KC, thereby becoming the property of TCG-KC, free of any interest or lien of any kind by SBC MISSOURI (or by any person claiming through SBC MISSOURI). At TCG-KC's request, SBC MISSOURI will promptly execute and deliver to TCG-KC a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of SBC MISSOURI transmission cable to TCG-KC.
- 26.3 If no monies are owed by SBC MISSOURI to TCG-KC under this Agreement, TCG-KC agrees to deliver such removed equipment to SBC MISSOURI's last known business address or to a domestic location designated by SBC MISSOURI, at SBC MISSOURI's sole risk and expense. If monies are so owed, SBC MISSOURI agrees that TCG-KC may either take ownership free of any interest or lien by SBC MISSOURI (or those claiming through SBC MISSOURI) or treat such equipment as abandoned by SBC MISSOURI.

**ATTACHMENT 12: RECIPROCAL COMPENSATION**  
**(Mutual Compensation for Transport, Termination, and Transiting)**

**1.0 Introduction**

1.1 This Attachment 12 sets forth the terms and conditions for classification of traffic exchanged between TCG-KC and SBC MISSOURI, and the related terms and conditions for mutual compensation.

**2.0 Transmission And Routing Of Telephone Exchange Service Traffic Relevant To Compensation**

2.1 The Telecommunications traffic exchanged between TCG-KC and SBC MISSOURI will be classified as Local Traffic, Transit Traffic, ISP Calls, Metropolitan Calling Area (MCA) Traffic, FGA Traffic, Foreign Exchange (FX) Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. Local Traffic is defined in Section 2.6. ISP Calls are defined in Section 2.5. FGA Traffic and Foreign Exchange (FX) Traffic are defined in Section 2.7. Nothing in this agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its Customers. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service or to wireless traffic. MCA Traffic is defined in Section 5.1 below.

**2.2 Compensation Arrangement**

For the purposes of this Agreement the Parties agree that bill and keep shall be the method of reciprocal compensation for transport and termination of Local Traffic, as defined in Section 2.6 below, ISP Calls as defined in Section 2.2.1, below and FX Traffic, as defined in Section 2.2.2, below. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local Traffic, ISP Calls, or FX Traffic at either the appropriate end office or tandem switch. Each Party will bill its own originating customers for Local Traffic, ISP Calls or FX Traffic, and will keep the revenue associated with those customers' originating traffic. This reciprocal compensation agreement does not change the customer usage data record transmission obligations set forth in the billing attachment to this agreement.

**2.2.1 Reservation of Rights as to Jurisdictional Nature of ISP Calls**

The Parties agree that their agreement to a "Bill and Keep" compensation arrangement under this Attachment for calls terminated to Internet Service Providers physically located within the same local, mandatory local or MCA calling area as the originator of the call ("ISP Calls") does not establish whether such calls are subject to reciprocal compensation under the FCC's regulations or the Act, nor shall their agreement be construed against either Party as a "meeting of the minds" that ISP Calls are or are not local calls subject to reciprocal compensation. Accordingly, neither Party is prejudiced from arguing its respective position on the appropriate treatment of ISP Calls for reciprocal compensation purposes in any other jurisdiction or in front of the Missouri Public Service Commission in any other proceeding. Specifically, SBC MISSOURI reserves its right to argue that ISP calls are not "local traffic" under applicable law and are not subject to reciprocal compensation

under the Act and applicable law. Similarly, TCG-KC reserves its right to argue that ISP Calls are subject to the reciprocal compensation requirements of the Act and applicable law.

## 2.2.2 Foreign Exchange (FX) and Feature Group A (FGA) Traffic

Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or foreign exchange (FX). The inter-carrier compensation arrangement for FGA traffic is set forth in Appendix FGA to this Attachment. The Parties agree that FX Traffic will be subject to the Bill and Keep compensation arrangement established in this Attachment. The Parties agree that their agreement to a Bill and Keep compensation arrangement under this Attachment for FX Traffic does not establish whether such calls are subject to reciprocal compensation under the FCC's regulations or the Act, nor shall their agreement be construed against either Party as a "meeting of the minds" that FX Traffic is or is not local traffic subject to reciprocal compensation. Accordingly, neither Party is prejudiced from arguing its respective position on the appropriate treatment of FX Traffic for reciprocal compensation purposes in any other jurisdiction or in front of the Missouri Public Service Commission in any other proceeding. Specifically, SBC MISSOURI reserves its right to argue that FX Traffic is not "local traffic" under applicable law and is not subject to reciprocal compensation under the Act and applicable law. Similarly, TCG-KC reserves its right to argue that FX Traffic is subject to the reciprocal compensation requirements of the Act and applicable law. Traffic that is originated and terminated by the Parties within the same MCA shall be treated as Local Traffic for purposes of intercarrier compensation even if such calls transit through another calling area or another carrier's network because of the configuration of the Parties' respective telecommunications systems or the physical configuration of the local calling area.

2.3 Subject to Section 3.6, below, the Parties' obligation to pay reciprocal compensation for the termination of intraLATA Toll and Transit Traffic shall commence on the date the Parties agree that the network is complete (*i.e.*, each Party has established its originating trunks as well as any ancillary functions (*e.g.*, 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic.

2.4 The compensation arrangements set forth in this Attachment are not applicable to (i) Exchange Access traffic, or (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs.

2.5 Intentionally left blank.

## 2.6 Local Traffic

"Local Traffic," for purposes of intercarrier compensation, is traffic where all calls originated by one Party's end users and terminated to the other Party's end users originate and terminate within the same common local and common mandatory local calling area, *i.e.*, within the same or different SBC MISSOURI Exchange(s) that participate in the same common local or common mandatory

local calling area approved by the applicable state Commission, or within Metropolitan Calling Areas that share either mandatory or optional calling scopes as those calling scopes are defined by the Missouri Public Service Commission in Case No. TO-92-306. FX calls are described in Section 2.2.2, above.

2.7 Intentionally left blank.

2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

### **3.0 Responsibilities Of The Parties**

3.1 Each Party to this Attachment will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call originated by one Party being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.4 Unless otherwise agreed by the Parties, where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic, in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for that month. Unless otherwise agreed by the Parties, if the percentage of calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will provide written notice that the CPN percentage has fallen below the acceptable 90%. The noticed Party will then have the succeeding month to correct the issue. If the percentage of calls in the third month are still below the acceptable 90%, all calls passed without CPN will be billed as intraLATA switched access.

3.5 Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

3.5.1 TCG-KC 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 TCG-KC indicates to SBC MISSOURI that unidentified transit traffic volume has become significant, SBC MISSOURI agrees to work with TCG-KC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

- 3.5.2 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.
- 3.6 Consistent with the requirements of the billing attachment of this Agreement, each Party will calculate reciprocal compensation minutes of use (MOU's) based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network for traffic exchanged between TCG-KC and SBC MISSOURI. This process is detailed in the Comprehensive Billing Attachment. 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. MOUs for the rates contained herein will be measured in seconds by call type and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 3.6.1 For Local Traffic delivered by either Party after December 13, 2001, the AMA recordings utilized for billing shall be terminating records made within each Party's network. Unless Bill and Keep as described in Section 2.2 of this Attachment is in effect, each Party will provide CABS formatted bills as described in the Comprehensive Billing Attachment of this Agreement from the terminating records made within its own network. Consistent with the Bill and Keep provisions of Section 2.2 of this Attachment, the Parties agree to not exchange bills or records for Local Traffic. Exchange of originating records is not required for Local Traffic. Nothing in this Section 3.6.1 alters the bill and keep compensation arrangement established by the Parties in Section 2 of this Attachment 12 for Local Traffic, ISP Calls and FX Traffic.
- 3.6.1.1 Intentionally Left Blank.
- 3.6.1.2 If the Bill and Keep provisions of Section 2.2 of this Attachment end for any reason, when TCG-KC is an unbundled network switching element customer of SBC MISSOURI, bills for Local Traffic exchanged between the Parties after December 13, 2001 will be based on Category 11 terminating records made within SBC MISSOURI's network. For calls originated by SBC MISSOURI, SBC MISSOURI will provide the Category 11 records to TCG-KC. TCG-KC will utilize those records to provide CABS bills to SBC MISSOURI. The Parties agree to not exchange bills or records related to reciprocal compensation for this traffic, except as required by Section 10 of this Attachment. This agreement does not change the customer usage data record transmission obligations of the billing attachment.
- 3.6.2 Until the Missouri Commission makes a determination in an industry proceeding (open to both CLECs and ILECs, and not the SBC MISSOURI/TCG-KC bilateral arbitration) in favor of terminating records for intraLATA toll and transited traffic, the Parties shall continue to bill for this traffic utilizing the Category 92 record exchange process outlined in Section 13 of this Attachment. This provision shall apply only to IntraLATA toll and transited traffic not PIC'ed to an intraLATA toll carrier and, therefore, carried on the shared local transport network, with the exception that TCG-KC shall not be obligated to send SBC MISSOURI a Category 92 record for local traffic originated by an TCG-KC UNE end user and terminated to a third party telecommunications carrier. SBC MISSOURI agrees to utilize terminating records for all intraLATA toll traffic bills and transited traffic billing upon Missouri Commission determination requiring such use. SBC MISSOURI agrees that the decision and implementation for intraLATA toll and transit may be independent Missouri

Commission determinations for each type of traffic, and may require independent implementation by SBC MISSOURI. IntraLATA toll traffic PIC'ed to an IntraLATA toll carrier shall be billed utilizing terminating records and in accordance with the provisions of Section 12 of this Attachment.

- 3.6.3 Alternatively billed intrastate intraLATA toll calls, as defined and described in Section 2.1 of Attachment 20: Clearinghouse will be recorded and billed via Category 92 records as required by Attachment 20: Clearinghouse of this Agreement, until or unless a Commission ruling is made as described in Section 3.6.2 above that eliminates the exchange of Category 92 records for intraLATA toll purposes. If such a Commission ruling occurs, TCG-KC and SBC MISSOURI agree to negotiate the appropriate recording and billing of these calls.
- 3.6.4 Third Party traffic exchanged between SBC MISSOURI and TCG-KC when TCG-KC or the third party carrier is an unbundled network switching element customer of SBC MISSOURI shall be in accordance with the record exchange and billing provisions of Section 10 of this Attachment.

#### **4.0 Local Traffic Compensation**

The Parties agree that, subject to Section 2.5, above, Local Traffic exchanged between the Parties will be subject to "Bill and Keep" as the method of intercarrier compensation, as described in Section 2 above.

#### **5.0 MCA Traffic**

- 5.1 The Parties agree to comply with Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 ("MCA Orders"). Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic as defined in that Order shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined by that Order as MCA Traffic shall not compensate the terminating party for terminating the call. Pursuant to Missouri Public Service Commission Order in Case No. TO-99-483, the Parties will have no obligation to exchange billing records for traffic exchanged under the bill and keep compensation arrangements for MCA Traffic as defined by that Order.
- 5.2 The Parties agree to use the LERG to provision the appropriate MCA NXXs in their networks in order to accurately identify MCA traffic for the purposes of proper transit compensation treatment under Section 6.0 below. The LERG must be updated at least 45 days in advance of opening a new code to allow the other Party the ability to make the necessary network modifications. If TCG-KC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SBC MISSOURI.

#### **6.0 Transit Traffic Compensation**

- 6.1 The Transit Rate element applies when one Party sends Local Traffic or Mandatory EAS traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in this Agreement. Pursuant to Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Rate element does not apply to MCA Traffic as defined in the Missouri Public Service Commission's Order in

Case No. TO-92-306 and Case No. TO-99-483 ("MCA Orders"). Due to the unique compensation mechanism ordered by the Missouri Public Service Commission in Case No. TO-99-483, the Parties agree to a "Bill and Keep" arrangement for Local Transit Traffic that is MCA traffic.

- 6.2 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 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. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 6.3 TCG-KC 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 TCG-KC indicates to SBC MISSOURI that unidentified transit traffic volume has become significant, SBC MISSOURI agrees to work with TCG-KC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.
- 6.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.
- 6.4 Meet-Point Billing compensation arrangements is (are) specified in this Agreement.

**7.0 This section intentionally left blank.**

**8.0 Out Of Region Transiting**

- 8.1 Other than the transited traffic discussed in Section 6.1 of this Attachment, the Parties also acknowledge that local traffic originated and terminated in third party ILEC exchanges outside of the MCA calling scopes (as defined in Case No. TO-99-483) may traverse the SBC MISSOURI Tandem Office Switch. To the extent TCG-KC requests SBC MISSOURI-MO to transit such local traffic, the Parties agree to negotiate appropriate and mutually agreeable rates, terms and conditions for this service and include them in this Agreement via amendment. If the Parties are unable to agree upon such rates, terms and conditions within a reasonable period of time after TCG-KC's request, either Party may initiate dispute resolution procedures under this Agreement, and the results of such dispute resolution shall be included in this Agreement via amendment. Until such rates, terms and conditions are included in the Agreement, whether by agreement or via dispute resolution, SBC MISSOURI shall have no obligation to transit such local traffic.

**9.0 INTRALATA 800 Traffic**

- 9.1 Where an 8YY call originates from one Party and terminates on the network of the other Party as the 800 service provider, the Parties agree that the call will be treated as intraLATA toll for purposes of compensation pursuant to this Agreement.
- 9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for End User billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message

Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party for this traffic.

- 9.3 IntraLATA 800 Traffic calls and query charges are billed to and paid for by the called or terminating 800 service provider, regardless of which Party performs the 800 query.

#### **10.0 Compensation For Third Party UNE Traffic**

- 10.1 Third Party UNE Traffic is defined as third party messages originated or terminated by a CLEC utilizing Unbundled Ports purchased from SBC MISSOURI.

- 10.2 Where originating records are being used by SBC MISSOURI, SBC MISSOURI will identify third party switch originated mutual compensation for each call terminated on a SBC MISSOURI switch in the state of Missouri which will be divided by the number of SBC MISSOURI access lines to arrive, at TCG-KC's election, at a statewide or end office average mutual compensation revenue per access line per month. This average revenue per month per line will be multiplied by TCG-KC's switch port count for the statewide or end office (depending upon TCG-KC's election to utilize a statewide or end office average) to arrive at TCG-KC's compensation for the month. This arrangement will be in place until a long-term solution is adopted and applies only to third party UNE terminating messages. SBC MISSOURI and TCG-KC agree to meet with the industry and Commission staff to identify and discuss proposals that would result in a permanent solution to address third party UNE terminated messages and Ported Numbers acceptable to all companies.

- 10.3 Once SBC MISSOURI is capable of utilizing terminating records to bill reciprocal compensation, Section 10.2 will no longer apply for reciprocal compensation for Third Party UNE Terminated Traffic if SBC MISSOURI provides its terminating record to the UNE Terminating Carrier with the OCN of the third party originating carrier indicated on each record. The billing method for reciprocal compensation for this traffic will be the same as facility based traffic subject to reciprocal compensation.

- 10.4 Where TCG-KC is using terminating recordings to bill reciprocal compensation, SBC MISSOURI will provide a report to identify the UNE originating traffic, including the OCN of the originating third party carrier, and TCG-KC will bill the originating UNE Carrier for the MOUs terminated on TCG-KC's network. SBC MISSOURI agrees the report will be replaced by identifying data transmission once an industry billing/recording forum determines a technically feasible method to do so.

#### **11.0 MEET-POINT-BILLING (MPB) FOR SWITCHED ACCESS TRAFFIC COMPENSATION**

- 11.1 This Section 11 refers to the MPB arrangements for SBC MISSOURI.

- 11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the billing attachment and recording attachment of this Agreement. The terms, conditions and rate

elements to be billed by each Party are as set forth in each Party's applicable state, federal and NECA tariffs.

- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXCs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents. The arrangements described in this Section 11 are intended to be used to provide Switched Access service that originates and/or terminates on a telephone exchange service that is provided by either Party, where the transport component of the switched Exchange Access service is routed through the tandem switch that is provided by the other Party. Such facilities shall not be used by the long distance carrier to avoid access tandem switching charges, only to provide competition in the access tandem switching environment.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 Interconnection for the MPB arrangement shall occur as outlined in Attachment 11, Part C: Trunk Arrangements, of this Agreement.
- 11.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) or which may likewise be designated for such traffic in the future, where the responsible party is an IXC.
- 11.7 In the case of Switched Access services provided through either Party's Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party's tandems.
- 11.8 Each Party will provide access usage records ("AURs") to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in Attachment 24: Recording.
- 11.8.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.
- 11.8.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill

to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

## **12.0 IntraLATA Interexchange Traffic Compensation**

- 12.1 For intrastate intraLATA toll service traffic, 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. 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.
- 12.2 For the determination of intraLATA interexchange traffic TCG-KC delivers to SBC MISSOURI over Feature Group D "access" trunks, the Parties agree to continue to use the factoring process in place as of October 1, 2000, which results in a designation of what portion of traffic delivered over the access trunks is intraLATA traffic in relation to what portion of traffic over the access trunks is interLATA traffic. The intraLATA traffic is then subject to the factoring process described in Section 15.1 of this Attachment to determine what portion of traffic delivered over the access trunks is Local Traffic.

## **13.0 Billing and Compensation –Other - SBC MISSOURI**

- 13.1 Where TCG-KC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC MISSOURI, SBC MISSOURI will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.
- 13.2 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in Sections 2 and 3.6 above.
- 13.3 If originating records are required pursuant to the provisions of Section 3.6 of this Attachment, the Parties shall adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), previously provided by SBC-SBC MISSOURI to TCG-KC. Each Party will transmit the summarized

originating minutes of usage within fifteen (15) business days following the prior month's close of business for the traffic designated in Section 3.6.2 (i.e., intraLATA toll and/or transit, as applicable) via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information may also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of calls for which originating records are required under Section 3.6.

- 13.4 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all transit traffic MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

13.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls subject to 92-type records for a particular month's usage until both Parties have received the originating 92-type summary records from one another for that same month's usage.

**14.0 Intentionally Left Blank**

**15.0 Application Of Factors**

15.1 Intentionally Left Blank.

15.2 Subject to Section 3.4 of this Attachment, for those usage based charges where actual charge information is not determinable because the jurisdiction (i.e., interstate, intrastate, local) is not identifiable due to missing or inadequate call record information, a percent local usage factor (PLU) will be determined. The PLU will be calculated by the originating Party by dividing a proxy for local minutes of use delivered to a Party for termination (which may be derived from end user billing records) by the total minutes of use delivered to the Party for termination. The originating Party will provide factors developed at the LATA level for the average percent of traffic type and/or origin for traffic terminating to the other Party's network. The terminating Party will apply these factors to terminating traffic that cannot be jurisdictionalized or otherwise appropriately identified due to missing or inaccurate call record information. These factors shall be adjusted monthly.

## APPENDIX FGA

This Appendix to Attachment 12: Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

### **1.0** Definitions

- 1.1 **Local Access and Transport Area (LATA)** means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- 1.2 The term **Extended Area Service (EAS)** as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- 1.3 **Subscriber Access Lines** will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 1.4 **Feature Group A Switched Access Service** includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- 1.5 The **Primary Company** denotes the Party with the Primary office(s).
- 1.6 The **Primary Office** is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- 1.7 The **Secondary Company** denotes the Party with the secondary office(s).
- 1.8 The **Secondary Office** is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.

- 1.9 Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- 1.10 **Access Minutes or Minutes of Use (MOUs)** are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- 1.11 Currently **Effective Tariff Rate** means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

## **2.0 Undertaking of the Parties**

- 2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next months revenue distribution cycle, and will not be required to adjust the previous bills retroactively.
- 2.2 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

## **3.0 Administration of Revenue Distribution**

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

## **4.0 Minutes of Use (MOUs) Development**

- 4.1 The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

#### 4.2 Terminating MOUs Development

- 4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.
- 4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

#### 4.3 Originating MOUs Development

- 4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ration of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.
- 4.3.2 The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

#### 5.0 Calculation of Revenue Distribution

- 5.1 The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.
- 5.2 Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

## **6.0 Revenue Distribution Amounts, Monthly Statements And Payments**

- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
  - 6.2.2 The total number on non-premium or premium originating MOUs and revenues.
  - 6.2.3 The total compensation due the Secondary Company, by rate element.
  - 6.2.4 The number of terminating MOUs recorded by the Primary Company.
  - 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3.1.
  - 6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.2.1 and 4.2.2.
  - 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
  - 6.2.8 Adjustments for uncollectibles.
- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

## **7.0 Miscellaneous Provisions**

- 7.1 This Appendix will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

**EXHIBIT A**

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office  
Company

Secondary Office  
Company

CLLI CODE    NPA-NXX

CLLI CODE NPA-NXX

ACCESS LINE

**EXHIBIT B**

Location for LATA Wide Termination  
of Feature Group A Access Service in  
Non-EAS Calling Areas

**SECONDARY OFFICE COMPANY**

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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