

SOCKET CONFIDENTIAL SETTLEMENT OFFER: CASE NO. TO-2006-0299
ARTICLE V – INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

Sec. Nos.	Socket Language	CenturyTel Language	Proposed Settlement
4.3.3 and 4.3.4	4.3.3 Socket is required to establish an additional POI in a Class I Exchange when the total Local Interconnection Traffic it exchanges with CenturyTel to or from an existing POI and a Class I exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels. 4.3.4 Socket is required to establish an additional POI in a Class II Exchange when the total Local Interconnection Traffic it exchanges with CenturyTel to or from an existing POI and a Class II exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels for each 1,000 access lines in the exchange, rounded to the nearest 1/10 of a DS1. a. <i>E.g.</i>, for an exchange of 2,412 CenturyTel access lines, this threshold is reached when the total Local Interconnection Traffic exchanged between the Parties exceeds, at peak over three consecutive months, 2.4 DS1s of traffic to or from an existing POI and that exchange; b. <i>E.g.</i>, for an exchange of 10,550 CenturyTel access lines, this threshold is reached when the total Local Interconnection Traffic exchanged between the Parties exceeds, at peak over three consecutive months 10.6 DS1s of traffic to or from an existing POI and that exchange; and, c. <i>E.g.</i>, for an exchange of 28,100 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement Local Interconnection Traffic exchanged between the Parties exceeds, at peak over three consecutive months, 28.1 DS1s of traffic to or from an existing	4.3.3 Socket is required to establish an additional POI in a Class I Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class I exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels. 4.3.4 Socket is required to establish an additional POI in a Class II Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class II exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels for each 1,000 access lines in the exchange, rounded to the nearest 1/10 of a DS1. a. <i>E.g.</i>, for an exchange of 2,412 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 2.4 DS1s of traffic to or from an existing POI and that exchange; b. <i>E.g.</i>, for an exchange of 10,550 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months 10.6 DS1s of traffic to or from an existing POI and that exchange; and, c. <i>E.g.</i>, for an exchange of 28,100 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 28.1 DS1s of traffic to or from an existing POI and that exchange.	Socket would withdraw its language with consistency revision to Section 4.1. 4.1 When the Parties directly interconnect for the mutual exchange of traffic covered by this agreement Local Interconnection Traffic, the Parties will initially interconnect their network facilities at a minimum of one technically feasible POI on CenturyTel's network in each LATA in which Socket offers telecommunications services. 4.3.3 Socket is required to establish an additional POI in a Class I Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class I exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels. 4.3.4 Socket is required to establish an additional POI in a Class II Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class II exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels for each 1,000 access lines in the exchange, rounded to the nearest 1/10 of a DS1. a. <i>E.g.</i>, for an exchange of 2,412 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 2.4 DS1s of traffic to or from an existing POI and that exchange; b. <i>E.g.</i>, for an exchange of 10,550

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	POI and that exchange.		CenturyTel access lines, this threshold is reached when the total <u>traffic</u> covered by the <u>Agreement</u> exchanged between the Parties exceeds, at peak over three consecutive months 10.6 DS1s of traffic to or from an existing POI and that exchange; and, c. <i>E.g.</i> , for an exchange of 28,100 CenturyTel access lines, this threshold is reached when the total <u>traffic</u> covered by the <u>Agreement</u> exchanged between the Parties exceeds, at peak over three consecutive months, 28.1 DS1s of traffic to or from an existing POI and that exchange.
9.3	[Intentionally omitted].	[Intentionally omitted].	The Parties would agree that all traffic is Bill-and-Keep . 9.3 All non-MCA Traffic, including Non-MCA Section 251 (b)(5) Traffic, Non-MCA ISP Traffic, and Non-MCA Foreign Exchange Traffic, including VNX Traffic, shall be exchanged on a Bill-and-Keep basis.
10.1	“ Transit ” is a switching and transport function only, which allows one Party to send calls to a third-party network through the other Party’s tandem and/or transport facilities .	Transit Traffic is a switching and transport function only, which allows one Party to send <u>Local Interconnection Traffic</u> to a third-party network through the other Party’s Tandem.	The Parties would make clear that Socket may indirectly interconnect with other carriers. By default, the agreed definitions in Article II would apply. 10.1 Socket may indirectly interconnect with other carriers.
10.3.1	Because Transit Traffic is an obligation imposed pursuant to 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA Transit Traffic is TELRIC. This allows Socket to effect an indirect interconnection with other carriers,	Because Transit Traffic is an obligation imposed pursuant to 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA Transit Traffic is TELRIC.	Socket would withdraw its language. 10.3.1 Because Transit Traffic is an obligation imposed pursuant to 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA

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	which is expressly authorized by § 251(a)(1) of the Act.		Transit Traffic is TELRIC.
10.7	Intentionally omitted.	Each Party shall be responsible for any necessary interconnection or other agreements with third-party telecommunications carriers to whom they send Local Interconnection Traffic transited over the other Party's network. The originating Party also assumes responsibility for compensation to the third-party telecommunications carrier that terminates the call. Such compensation to third-party telecommunications carriers on either Party's behalf shall be covered by specific arrangements between the originating Party and the terminating third party.	CenturyTel would withdraw its language. Intentionally omitted.
10.8	Socket will pay the Local Transit Traffic rates to CenturyTel for calls that originate on Socket's network and are sent to CenturyTel for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. CenturyTel will pay the same Local Transit Traffic rate to Socket for such calls that originate on CenturyTel's network and are sent through Socket for termination on a CMRS Provider's network. Each Party shall be responsible for any necessary interconnection agreements with CMRS provider's network. Intentionally omitted.	<u>Intentionally omitted.</u>	Socket would withdraw its language. Intentionally omitted.
11.1.2.2 to 11.1.2.4	Intentionally omitted.	11.1.2.2 At such time as Socket offers service for the exchange of Local Interconnection Traffic in an LCA that is not an MCA, Socket shall establish the necessary trunk groups to: 11.1.2.2.1 Each CenturyTel local Tandem in the LCA where Socket offers service when there are CenturyTel local Tandem(s) in the LCA where Socket offers service.	CenturyTel would withdraw its language. Intentionally omitted.

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		11.1.2.2.2 Each CenturyTel End Office in the LCA where Socket offers service when there is no CenturyTel local Tandem in the LCA where Socket offers service. 11.1.2.3 Where Socket offers service for the exchange of Local Interconnection Traffic in an LCA that is not within an MCA, Socket shall establish dedicated trunking to each End-Office that is not a Remote End-Office in that LCA when forecasted or actual traffic volumes exceed 24 DS0s at peak.	
11.1.2.5	Dedicated trunking may be established by mutual agreement of the Parties.	Additional dedicated trunking may be established by mutual agreement of the Parties.	CenturyTel would withdraw its language. Dedicated trunking may be established by mutual agreement of the Parties.
17.0	Anything to the contrary in this Agreement notwithstanding, any traffic originated by an end user of either Party in Internet Protocol format that subsequently undergoes a net protocol change, as defined by the FCC, prior to its termination to an end user of another Party ("IP-PSTN Traffic") shall be treated as 251(b)(5)/ISP-bound local traffic for compensation purposes and shall be compensated at the rates for such 251(b)(5)/ISP-bound local traffic set forth in this Agreement or any amendment to this Agreement.	<u>Intentionally omitted.</u>	This dispute would be the sole remaining dispute in Article V.

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