

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for AT&T MISSOURI to open the AT&T Communications of the Southwest, Inc.'s assigned NPA NXX codes of Missouri for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means AT&T Communications of the Southwest, Inc. operating within AT&T MISSOURI's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T MISSOURI.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T MISSOURI end user located in an AT&T MISSOURI local exchange area or;
 - (ii) Originates from an AT&T MISSOURI end user located in an AT&T MISSOURI local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T MISSOURI incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T MISSOURI's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T MISSOURI pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T MISSOURI agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T MISSOURI is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T MISSOURI's incumbent local exchange areas. AT&T MISSOURI has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T MISSOURI's incumbent local exchange areas. In addition, AT&T MISSOURI is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act

and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T MISSOURI's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T MISSOURI incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T MISSOURI has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT – as defined in the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T MISSOURI exchange areas and has a Point of Interconnection ("POI") located within AT&T MISSOURI exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T MISSOURI exchange areas. Based upon the foregoing, the Parties agree that AT&T MISSOURI's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T MISSOURI will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T MISSOURI's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T MISSOURI, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T MISSOURI End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T MISSOURI serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking, otherwise known as ancillary services, as cared for in the underlying agreement.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T MISSOURI is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T MISSOURI End Office(s). The Parties will work cooperatively to resolve any technical issues with implementing this section.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T MISSOURI terminated traffic or AT&T MISSOURI originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T MISSOURI shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T MISSOURI (as reflected in the LERG). Any compensation due AT&T MISSOURI for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T MISSOURI serving tandems are reflected by AT&T MISSOURI in the LERG. This also includes traffic that is destined to End Offices that do not subten AT&T MISSOURI tandem. AT&T MISSOURI shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem. The Parties will work cooperatively to resolve any technical issues with implementing this section.
- 4.9 Connection of a trunk group from OE-LEC to AT&T MISSOURI's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T MISSOURI will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T MISSOURI exchange areas, in AT&T MISSOURI Tandems and End Offices using AT&T standard code opening timeframes or other mutually agreed upon timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Parties' underlying agreement or Appendix Intercarrier Compensation as appropriate to the agreement.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T MISSOURI will exchange AT&T MISSOURI InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T MISSOURI will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T MISSOURI exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T MISSOURI exchange, AT&T MISSOURI shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T MISSOURI will not provision or be responsible for facilities located outside of AT&T MISSOURI exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T MISSOURI End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T MISSOURI a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver. The Parties will cooperate in good faith to identify and resolve any technical or operational problems associated with implementing this provision in any specific local calling area. If the Parties are unable to resolve any outstanding issues related to the local calling arrangements described in this Section 6.3 within 60 calendar days, such issues will be resolved pursuant to the Dispute Resolution provisions of this agreement.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T MISSOURI terminated traffic or AT&T MISSOURI originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T MISSOURI shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T MISSOURI (as reflected in the LERG). Any compensation due AT&T MISSOURI for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T MISSOURI serving tandems are reflected by AT&T MISSOURI in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T MISSOURI tandem. AT&T MISSOURI shall provide notice to

- OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T MISSOURI will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T MISSOURI exchange areas, in AT&T MISSOURI Tandems and End Office(s) using AT&T standard code opening timeframes or other mutually agreed upon timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Parties' underlying agreement or Appendix Intercarrier Compensation as appropriate to the agreement.