

8.0 Transit Traffic – Missouri

8.1 Introduction

8.1.1 This Section 8 sets forth the rates, terms and conditions for **AT&T MISSOURI**'s Transit Traffic Service when **AT&T MISSOURI** acts as a Transit Service Provider for CLEC. **AT&T MISSOURI**'s Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, **AT&T MISSOURI**'s End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier.

8.1.2 **AT&T MISSOURI** offers Transit Traffic Services to interconnected CLECs or to OE-LECs.

8.2 Definitions

The definitions in this Section 8 are only for the purpose of Transit Traffic Service as set forth in this Section 8. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement, then the definition herein governs, for the purpose of this Section 8. To the extent that defined terms in the Agreement are used in this Section, but for which no definition appears herein, then the definition in the Agreement controls.

8.2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c).

8.2.2 "ISP-Bound Traffic" is defined as Telecommunications Traffic exchanged between CLEC's End User and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.

8.2.3 "Local" means both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

8.2.4 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

8.2.5 "Section 251(b)(5) Traffic" means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to mandatory expanded local calling scopes. For Section 251(b)(5) traffic exchanged between CLEC's End Users and the End Users of a CMRS provider that terminates the traffic such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).

8.2.6 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits **AT&T MISSOURI**'s network and is delivered to CLEC.

8.2.7 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through **AT&T MISSOURI**'s network, i.e., CLEC is using **AT&T MISSOURI**'s Transit Traffic Service.

- 8.2.8 “Transit Service Provider” means AT&T MISSOURI when providing its Transit Traffic Services to CLEC and Third Parties.
- 8.2.9 “Transit Traffic” means traffic originating on CLEC’s network that is switched and transported by AT&T MISSOURI and delivered to a Third Party’s network, or traffic originating on a Third Party’s network that is switched and transported by AT&T MISSOURI and delivered to CLEC’s network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T MISSOURI including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete or Wholesale Local Platform Service agreement(s) is not considered Transit Traffic. Additionally Transit Traffic does not include traffic to/from IXCs.
- 8.2.10 “Transit Traffic MOUs” means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T MISSOURI.
- 8.2.11 “Transit Traffic Service” is an optional switching and intermediate transport service provided by AT&T MISSOURI for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T MISSOURI Tandem.
- 8.3 Responsibilities of the Parties
- 8.3.1 AT&T MISSOURI will provide CLEC with AT&T MISSOURI’s Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T MISSOURI is interconnected, but within AT&T MISSOURI’s LATA, or outside of that LATA, to the extent a LATA boundary waiver exists.
- 8.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC’s network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T MISSOURI End User.
- 8.4 CLEC Originated Traffic
- 8.4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T MISSOURI will directly bill CLEC AT&T MISSOURI’s charges for CLEC-originated Transit Traffic. AT&T MISSOURI will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T MISSOURI pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 8.4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T MISSOURI against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T MISSOURI for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T MISSOURI to pay such Third Party Terminating Carrier for the Transit Traffic AT&T MISSOURI has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T MISSOURI for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T MISSOURI may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 8.4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T MISSOURI’s network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T MISSOURI identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified,

added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T MISSOURI, but AT&T MISSOURI is not receiving proper CPN information, then CLEC will work cooperatively with AT&T MISSOURI to correct the problem. If AT&T MISSOURI does not receive CPN from CLEC, then AT&T MISSOURI cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T MISSOURI from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T MISSOURI delivers to a Third Party Terminating Carrier on behalf of CLEC.

- 8.4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

8.5 CLEC Terminated Traffic

- 8.5.1 CLEC shall not charge AT&T MISSOURI when AT&T MISSOURI provides Transit Traffic Service as the Transit Service Provider for calls terminated to CLEC.
- 8.5.2 Where AT&T MISSOURI is providing Transit Traffic Service to CLEC, AT&T MISSOURI will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T MISSOURI does not receive CPN from the Third Party Originating Carrier, then AT&T MISSOURI cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T MISSOURI from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T MISSOURI or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T MISSOURI and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T MISSOURI or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T MISSOURI and the Third Party Originating Carrier to correct the problem.
- 8.5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T MISSOURI, as the Transit Service Provider, is not obligated to pay CLEC for such Transit Traffic, and AT&T MISSOURI is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

8.6 Transit Traffic Routing/Trunk Groups

- 8.6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T MISSOURI, CLEC shall trunk to AT&T MISSOURI Tandems in such LATA pursuant to terms in Attachment 02 of the Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T MISSOURI, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T MISSOURI Tandems in such LATA pursuant to terms in Attachment 02 of the Agreement.
- 8.6.2 CLEC shall route Transit Traffic to the AT&T MISSOURI Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.
- 8.6.3 Transit Traffic not routed to the appropriate AT&T MISSOURI Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through any AT&T MISSOURI End Office Switch shall be considered misrouted. Upon written notification from AT&T MISSOURI of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.
- 8.6.4 Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Agreement and Attachment 02, used to route Section 251(b)(5) Traffic will be used to route Transit Traffic.

8.7 Direct Trunking Requirements.

- 8.7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from **AT&T MISSOURI**, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the **AT&T MISSOURI** Tandem to the Third Party Terminating Carrier (described above), unless **AT&T MISSOURI** and CLEC mutually agree otherwise.
- 8.7.2 CLEC shall route Transit Traffic through **AT&T MISSOURI** Tandem Office Switches, and not through **AT&T MISSOURI** End Office Switches.

8.8 Transit Traffic Rate Application

- 8.8.1 Unless otherwise specified, the applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For **AT&T MISSOURI**, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate **AT&T MISSOURI** as a Transit Service Provider for the rate elements at the rate set forth in the Pricing Schedule.
- 8.8.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **AT&T MISSOURI**.