

NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.

The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through June 30, 2007 unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Network Interconnection will be governed by the provisions of the Reciprocal Compensation Amendment.

Upon expiration of the Reciprocal Compensation Amendment dated April 1, 2005, the Parties agree that the terms of the Appendix Reciprocal Compensation shall apply to determine the terms of the compensation to be paid between the Parties on a prospective basis.

1 DEFINITIONS

- 1.1 Intentionally Omitted.
- 1.2 Intentionally Omitted.
- 1.3 "End Office" or "End Office Switch" is as defined in Appendix Definitions.
- 1.4 Intentionally Omitted.
- 1.5 "IntraLATA Toll Traffic" describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the SBC MISSOURI tariff approved by the Commission.
- 1.6 "ISP-Bound Traffic" is as defined in Appendix Intercarrier Compensation.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted
- 1.11 Intentionally Omitted.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 "Points of Interconnection" or "POI": means a physical location on the SBC MISSOURI network at which the Parties' networks meet for the purpose of establishing interconnection.
- 1.15 Intentionally Omitted.

- 1.16 Section 251(b)(5) Traffic is as defined in Appendix Intercarrier Compensation.
- 1.17 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Appendix, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from MCIm where MCIm is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic and IntraLATA toll provider.
- 1.18 "Trunk" or "Trunk Group" is as defined in Appendix Definitions.

2 NETWORK INTERCONNECTION METHODS

- 2.1 Upon request by MCIm, SBC MISSOURI shall provide, interconnection for the facilities and equipment of MCIm with SBC MISSOURI's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible POI inside the geographical areas in which SBC MISSOURI is the Incumbent LEC and within SBC MISSOURI's network. The interconnection must be at least equal in quality to that provided by SBC MISSOURI to itself or to any subsidiary, Affiliate, or any Third Party to which SBC MISSOURI provides Interconnection. SBC MISSOURI shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.
- 2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which SBC MISSOURI is the Incumbent LEC and within SBC MISSOURI's network by any Technically Feasible means, including, but not limited to, a Fiber Meet.
- 2.3 If MCIm determines to establish new or change existing Interconnection arrangements with SBC MISSOURI, it will provide written notice of the need to establish or change such Interconnection to SBC MISSOURI. Upon receipt of MCIm's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.
- 2.4 If either Party deploys additional Tandems and/or End Office switches the Parties will work cooperatively to determine whether new interconnections are required pursuant to the terms and conditions of this Appendix.
- 2.5 MCIm is solely responsible for the facilities that carry OS/DA, E911, mass calling and Meet-Point Trunk Groups.
- 2.6 The physical architecture plan will, at a minimum, include the location of MCIm's switch(es) and SBC MISSOURI's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities.
- 2.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. SBC MISSOURI will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCIm will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

3 NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION

- 3.1 A “Tandem Serving Area” or “TSA” is comprised of an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined by the LERG, and all of the SBC MISSOURI End Offices which subtend that tandem.
- 3.2 The Parties will interconnect their network facilities at a minimum of one MCIm designated Point of Interconnection (POI) within SBC MISSOURI’s network in the LATA where MCIm Offers Service.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 A “Single POI” is a single point of interconnection within a LATA on SBC MISSOURI’s network that is established to interconnect SBC MISSOURI’s network and MCIm’s network for the exchange of Section 251 (b) (5)/IntraLATA Toll Traffic.
- 3.6 The Parties agree that MCIm has the right to choose a Single POI or multiple POIs.
- 3.7 MCIm agrees to establish an additional POI:
 - (i) in any SBC MISSOURI TSA separate from any existing POI arrangement when traffic to/from that SBC MISSOURI TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
 - (ii) at any SBC MISSOURI End Office in a local calling area not serviced by an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 3.8 Any additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 3.9 The Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. The POI will be documented and distributed to both Parties.
- 3.10 Each Party is financially responsible for providing all of the facilities and engineering on its respective side of the POI and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI. At least one POI must be established in the operating territory within the LATA where SBC MISSOURI operates as an incumbent LEC and MCIm has a local switch and end user customers in that SBC MISSOURI operating territory.
- 3.11 MCIm will designate the POI or POIs and determine the method or methods by which the Parties interconnect. MCIm may, at its discretion, establish a single POI in each LATA in which it originates local, IntraLATA toll or meet point switched access traffic. The Parties acknowledge that, pursuant to the Reciprocal Compensation Amendment, MCIm agreed, in some instances, to establish more than one POI per LATA in which MCIm originates traffic, in exchange for SBC MISSOURI’S agreement to certain reciprocal compensation terms and conditions. The Parties agree that MCIm may, at its discretion, continue to maintain these additional POIs after the expiration of the Reciprocal Compensation

Amendment but shall be under no obligation to do so and may decide to maintain only a single POI per LATA.

- 3.11.1 LATA Wide Terminating Interconnection. MCIm may elect LATA Wide Terminating Interconnection with SBC MISSOURI. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single SBC MISSOURI Tandem designated by MCIm for the termination of all Local Interconnection Traffic destined for any SBC MISSOURI office in that LATA.
- 3.11.2 Tandem Level Terminating Interconnection. MCIm may elect Tandem Level Terminating Interconnection with SBC MISSOURI. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to each SBC MISSOURI Access Tandem in a LATA in which MCIm originates Local Interconnection Traffic and interconnects with SBC MISSOURI. [MCI NIM 12 (a)]

4 METHODS OF INTERCONNECTION

4.1 Physical Collocation

- 4.1.1 When MCIm provides its own facilities or uses the facilities of a 3rd Party to an SBC MISSOURI Tandem or End Office and wishes to place its own transport terminating equipment at that location, MCIm may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

4.2 Virtual Collocation

- 4.2.1 When MCIm provides its own facilities or uses the facilities of a 3rd Party to an SBC MISSOURI Tandem or End Office and wishes for SBC MISSOURI to place transport terminating equipment at that location on MCIm's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.

4.3 Methods of Interconnection Without Collocation

- 4.3.1 When MCIm does not wish to collocate transport terminating equipment at an SBC MISSOURI Tandem or End Office, MCIm may:
 - (i) self provision, or
 - (ii) deploy third party interconnection facilities., or
 - (iii) lease transport facilities from SBC MISSOURI. When MCIm leases such transport facilities from SBC MISSOURI, it shall be at TELRIC rates.

4.4 Fiber Meet Interconnection

- 4.4.1 SBC MISSOURI shall provide interconnection at any technically feasible point, by any technically feasible means, including but not limited to, a fiber meet at one or more locations at each LATA in which MCIm originates local, IntraLATA toll or meet point switched access traffic and interconnects with SBC MISSOURI. The Parties agree that the target interconnection architecture is a Fiber Meet as defined in this Appendix. This architecture is to be negotiated for each switch in a LATA, with the goal between the Parties to have equal investment and to create a shared value facility. However, the Parties recognize that embedded interconnection facilities exist in many locations with various architectures in various states of utilization. The Parties agree that on a going forward basis, the target architecture will be implemented to create shared value facilities that provide equal investment, unless otherwise agreed. These facilities are for the

provisioning of local/IntraLATA and InterLATA interconnection trunks, as well as miscellaneous trunks such as 911, HVCI, and OS/DA trunks, where appropriate. In existing LATA that do not utilize a Fiber Meet, the Parties will negotiate in each LATA the most appropriate and efficient transition to the desired architecture, or alternate architecture that captures the concept of equal investment and shared value. Within thirty (30) days of a request by either Party, the Parties will meet to discuss the transition plan. As noted above, the Fiber Meet is the target architecture, except in scenarios where it is not feasible or agreed upon. Exceptions to the target architecture may include scenarios where embedded investment is sufficient to meet forecasted needs for a particular location. The Parties may mutually agree to other design options.

- 4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 4.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
- 4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.
 - 4.4.4.1 SBC MISSOURI shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each SBC MISSOURI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.
 - 4.4.4.2 MCIm shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCIm Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.
 - 4.4.4.3 Intentionally Omitted
 - 4.4.4.3.1 Intentionally Omitted.
 - 4.4.4.3.2 Intentionally Omitted.
- 4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing

sources, which are not derived from the other, and meet the criteria identified above.

4.5 Other Interconnection Methods

- 4.5.1 SBC MISSOURI shall provide any other technically feasible Interconnection method requested by MCIm.

5 INTENTIONALLY OMITTED

6 SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

- 6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.
- 6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.
- 6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

7 INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

- 7.1.1 Intentionally Omitted.
- 7.1.1.1 Intentionally Omitted.
- 7.1.2 The Parties will establish other trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point trunk group, Mass Calling, E911, and Operator Services and Directory Assistance.
- 7.1.3 MCIm shall have administrative control over the ASR in the establishment of Local Interconnection Trunk Groups in addition to the initial combinations described above.
- 7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.
- 7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.

7.2 Technical Interfaces

- 7.2.1 When interconnecting at SBC MISSOURI's switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either

Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

- 7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between 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 MCIm will provide any DS1 multiplexing required for facilities or trunking at their end.

8 TRUNKING

- 8.1 SBC MISSOURI deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound Traffic only, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5)/IntraLATA Toll Traffic only (SBC MISSOURI), and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (Local/Access Tandem). In addition SBC MISSOURI deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem), Operator Services/Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.
- 8.2 Two-way trunking shall be established for all Local Interconnection Trunk Groups established after the Effective Date of this Agreement. 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 as described in the Trunk Data Exchange section below.
- 8.3 End Office Trunk Groups
- 8.3.1 Direct End Office Trunk Groups (DEOTs) carry traffic between a MCIm switch and an SBC MISSOURI End Office and are not switched at a Tandem location. MCIm shall establish a two-way Direct End Office Trunk Group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any SBC MISSOURI Local Tandem. All traffic received by SBC MISSOURI on the Direct End Office trunk group from MCIm must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.
- 8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.
- 8.5 The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may agree to negotiate a transition plan to migrate any embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.

8.6 Traffic Direction

8.6.1 The financial responsibility described in this Appendix applies to the transport facility underlying the trunks to a MCIm designated POI, without regard to the direction of the traffic on the trunks.

8.6.2 Intentionally Omitted.

8.7 Intentionally Omitted.

9 MEET POINT TRUNKING ARRANGEMENTS

9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCIm's Central Office and SBC MISSOURI's Access Tandem over a "Meet Point" Trunk Group separate from Section 251 (b)(5)/IntraLATA Toll Traffic. Except for any embedded based of one-way trunks existing as of the Effective Date, InterLATA trunk groups will be provisioned as two-way and will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol. The Parties will establish separate trunk groups to each SBC MISSOURI Access Tandem under which MCIm's NXXs home.

9.2 Intentionally Omitted.

9.3 Intentionally Omitted.

9.4 Intentionally Omitted.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.

9.7 SBC MISSOURI will not block switched access customer traffic delivered to the SBC MISSOURI Tandem for completion on MCIm's network. In no event will SBC MISSOURI be required to route such traffic through more than one Tandem for connection to/from switched access customers. SBC MISSOURI shall have no responsibility to ensure that any switched access customer will accept traffic that MCIm directs to the switched access customer.

9.8 Toll Free Trunking Arrangements

9.8.1 If MCIm chooses SBC MISSOURI to handle 800/(8YY) database queries from its switches, all MCIm originating 800/(8YY) traffic will be routed over the Meet Point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and MCIm 800/(8YY) service that will be identified and segregated by carrier through the database query handled through SBC MISSOURI's Tandem switch.

9.8.2 MCIm may handle its own 800/8YY database queries from its switch. If so, MCIm will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCIm will route the post-query local or IntraLATA converted ten-digit local number to SBC MISSOURI over the Local Interconnection Trunk Groups. In such case, MCIm is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCIm will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or

over the Meet Point trunk group to carriers not directly connected to its network but are connected to SBC MISSOURI's Access Tandem. Calls will be routed to SBC MISSOURI over the Local Interconnection Trunk Groups and Meet Point trunk groups within the LATA in which the calls originate.

- 9.8.3 Intentionally Omitted
- 9.8.4 All originating Toll Free Service (800/8YY) calls for which MCIm requests that SBC MISSOURI perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point trunk group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 9.8.5 All post-query Toll Free Service (800/8YY) calls for which MCIm performs the SSP function, if delivered to SBC-13STATE, shall be delivered using GR-394 format over the Meet Point trunk group for calls destined to IXCs, or shall be delivered by MCIm using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

10 E911 TRUNKING ARRANGEMENTS

- 10.1 Upon request, SBC MISSOURI will provide nondiscriminatory access to its E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to MCIm. The Parties agree to provide access to E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to SBC MISSOURI's E911 platforms, with a level of performance that will provide at least the same grade of service as that which SBC MISSOURI provides to itself, its Customers, subsidiaries, Affiliates or any third-party.
- 10.2 Subject to section 10.2.1 below (Trunking Exception), MCIm, with SBC MISSOURI's cooperation shall establish dedicated trunks from MCIm's Central Office to each SBC MISSOURI E911 Selective Router (i.e., E911 Tandem Office) for the provision of E911 services and for access to all subtending PSAPs ("E911 Interconnection Trunk Groups"). MCIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.
- 10.2.1 **TRUNKING EXCEPTION** The Parties agree that MCIm shall not be required to establish E911 trunking or interconnection to SBC MISSOURI E911 Selective Routers in rate centers where MCIm does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCIm shall identify such Non-Dial Tone Rate Centers when completing the "MCIm to SBC Network Information Sheet" ("NIS") and SBC MISSOURI specifically agrees that no other notification shall be required of MCIm. SBC MISSOURI shall not be required to provide E911 services for those Non-Dial Tone Rate Centers designated by MCIm on a NIS. MCIm agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until E911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCIm acknowledges that, if MCIm wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of E911 connectivity for these existing rate centers shall be subject to the same intervals for establishing E911 connectivity that are applicable to new rate centers. When MCIm designates a rate center as a Non-Dial Tone Rate Center, MCIm agrees to indemnify SBC MISSOURI, in accordance with the requirements of the General terms, for any E911 claims made by MCIm's customers in that Non-Dial Tone Rate Center arising from MCIm's decision not to interconnect with SBC MISSOURI's E911 Selective Routers in that Non-Dial Tone Rate Center.

- 10.3 SBC MISSOURI shall assure sufficient capacity at the E911 Selective Router to meet MCIm's requests for Interconnection within twenty (20) business days after receipt of the request. When SBC MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. SBC MISSOURI is not responsible to provide diversity for MCIm to the E911 Selective Router.
- 10.4 SBC MISSOURI shall provide the following information to MCIm, and shall promptly notify MCIm of any changes:
 - 10.4.1 SBC MISSOURI processes and requirements for ordering trunks for E911 service and Interconnection to the E911 Selective Router.
 - 10.4.2 Trunk group specifications.
 - 10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
 - 10.4.4 Intentionally Omitted.
 - 10.4.5 Maintenance procedures for E911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
 - 10.4.6 Intentionally Omitted.
- 10.5 Intentionally Omitted.
- 10.6 Incoming trunks for E911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 10.7 Interconnection for Primary and Diverse Routes. MCIm's Point of Interconnection (POI) for E911 Service shall be at the SBC MISSOURI E911 Selective Router. These facilities are the financial responsibility of MCIm. MCIm shall pay tariff charges for diverse routes. MCIm will be responsible for determining and ordering the proper quantity of E911 trunks. These trunks shall be delivered by SBC MISSOURI within twenty (20) business days after receipt of the order. If SBC MISSOURI requires additional information, MCIm agrees to cooperate to provide such information in order to complete the order. When SBC MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCIm and SBC MISSOURI will cooperate to promptly test all E911 trunks and transport facilities between MCIm's network and the SBC MISSOURI Selective Router to assure proper functioning of the E911 service. MCIm will not turn-up live E911 traffic until successful call through testing is completed by both Parties.
- 10.8 Except as set forth in Section 10.2 of this Appendix Network, MCIm will be responsible for providing a separate E911 trunk group for each rate center, county or geographic area that MCIm serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single E911 trunk group. When a unique default routing condition is present, MCIm shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCIm is responsible for requesting and payment of facilities routed diversely for E911 interconnection.
- 10.9 MCIm will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC MISSOURI E911 selective router Office(s).

- 10.10 MCIm shall provide sufficient facilities/trunks to route MCIm originating 911 calls to the 911 Selective Router. MCIm is responsible to request and pay for facilities routed diversely for E911 interconnection.
- 10.11 Intentionally Omitted.
- 10.12 MCIm shall monitor the E911 trunks for the purpose of determining originating network traffic volumes. MCIm will notify SBC MISSOURI if the traffic study information indicates that additional circuits are required to meet the current level of E911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of E911 call volumes, MCIm shall request and pay for facilities carrying additional trunks from SBC MISSOURI.
- 10.13 Where E911 interconnection is established, MCIm acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCIm shall be responsible for providing facilities to route calls from its End Users to the proper E911 Selective Router.

11 HIGH VOLUME CALLING TRUNK GROUPS

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. MCIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 11.3 It is recommended that this group shall 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

- 11.4 If MCIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIm shall notify SBC MISSOURI of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC MISSOURI HVCI/Mass Calling Serving Office to the MCIm customer's serving office and SBC MISSOURI shall establish this trunk group.
- 11.5 If MCIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIm may request a meeting to coordinate with SBC MISSOURI the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIm establishes a new choke NXX, MCIm must notify SBC MISSOURI a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC MISSOURI will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF

trunk group from the SBC MISSOURI Public Response HVCI/Mass Calling Network Access Tandem to MCIm's choke serving office.

12 OPERATOR SERVICES TRUNKING ARRANGEMENTS

- 12.1 If SBC MISSOURI agrees through a separate appendix or contract to provide Operator Services for MCIm the following trunk groups are required:
 - 12.1.1 Where MCIm purchases Operator Services from SBC MISSOURI, the Parties will establish separate trunk groups from MCIm's Switch to SBC MISSOURI operator switch ("Operator Services Trunk Groups").
 - 12.1.2 When SBC MISSOURI operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIm's end user customer, SBC MISSOURI will utilize a separate one-way trunk group using MF signaling, from SBC MISSOURI's Operator Services Tandem to MCIm's Switch.
- 12.2 If MCIm does not purchase unbundled Operator Services from SBC MISSOURI, the Parties may interconnect their respective OS platforms for the purposes of inward operator assistance, (see Appendix Inward), as follows:
 - 12.2.1 The parties shall mutually agree on the physical interconnection necessary to route these call, subject to the Dispute Resolution section of the General Terms and Conditions of the Agreement.
 - 12.2.2 Intentionally Omitted.

13 DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

- 13.1 MCIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC MISSOURI Operator Services Tandem in the LATA for the NPA MCIm wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)). MCIm will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

14 SIGNALING

- 14.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for SS7 based features.. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.
- 14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

15 INTENTIONALLY OMITTED

16 TRUNK FORECASTING

- 16.1 MCIm agrees to provide an initial non-binding trunk forecast for establishing the initial Local Interconnection Trunk Groups . SBC MISSOURI shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCIm. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC MISSOURI General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.
- 16.2 SBC MISSOURI shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 16.4 The semi-annual forecasts shall include:
- 16.4.1 Yearly forecasted trunk quantities for all trunking required in this Appendix) for a minimum of three (current and plus 1 and plus 2) years; and
 - 16.4.2 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, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.
- 16.6 MCIm and SBC MISSOURI will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17 TRUNK DESIGN BLOCKING CRITERIA

- 17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%

Local Direct End Office (Primary High)	ECCS ¹
Local Direct End Office (Final)	1 %
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

18 TRUNK SERVICING

- 18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCIm.
- 18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.
- 18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.
- 18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCIm will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.
- 18.5 Both Parties may send an ASR or a Trunk Group Service Request (TGSR) to the other party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCIm's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for SBC MISSOURI Switched Access service.
- 18.6 BLOCKING - In a blocking final situation, a TGSR will be issued by SBC MISSOURI when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCIm upon receipt of a TGSR, in a blocking situation, will issue an ASR to SBC MISSOURI within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCIm will note "Service Affecting" on the ASR.
- 18.7 UNDER UTILIZATION - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that if a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. SBC MISSOURI may send a TGSR to MCIm to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCIm will, within the ten (10) business days of such receipt, either (i) issue an ASR to SBC MISSOURI or (ii) request that the Parties schedule a joint planning discussion for the TGSR.

¹ During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

18.8 If MCIm does not respond to the TGSR within the ten (10) business day period described above, SBC MISSOURI will contact MCIm to schedule a joint planning discussion. If MCIm will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, SBC MISSOURI reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

19 PROVISIONING

19.1 SBC MISSOURI shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of a complete and accurate order.

19.1.1 In cases where SBC MISSOURI has issued a FOC and, facilities are found not to be available, MCIm shall utilize SBC MISSOURI's escalation process. For facility/switching equipment shortages, SBC MISSOURI shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, SBC MISSOURI shall re-FOC with updated status by close of business.

19.2 Orders that comprise a major project may be submitted over a period of several days, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among SBC MISSOURI and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.

19.4 Due dates and intervals used for the provisioning process are provided in the CLEC Online handbook. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.

19.5 The Parties shall share responsibility for their respective Control Office functions for Local Interconnection Trunk Groups and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for such trunks and trunk groups.

19.6 Intentionally Omitted

19.7 MCIm and SBC MISSOURI shall:

19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20 TRUNK DATA EXCHANGE

- 20.1 MCIm has requested and SBC MISSOURI shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIm's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.
- 20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that 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. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).
- 20.3 DIXC traffic data will include, but not be limited to, the following:
 - 20.3.1 Usage (total usage measured in centum call seconds)
 - 20.3.2 Peg Count (Peg count of originating call attempts including overflow)
 - 20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
 - 20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
 - 20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)
- 20.4 DIXC traffic data shall be collected as follows:
 - 20.4.1 Hourly on the clock hour
 - 20.4.2 Twenty-four (24) hours per day (0000-2400)
 - 20.4.3 Seven (7) days per week (including holidays)
 - 20.4.4 Fifty-two (52) weeks per year

21 MAINTENANCE TESTING AND REPAIR

- 21.1 MCIm and SBC MISSOURI shall work cooperatively to install and maintain a reliable network. MCIm and SBC MISSOURI shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:
 - 21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.
 - 21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
 - 21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
 - 21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
 - 21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22 THIRD PARTY TRANSIT TRAFFIC

- 22.1 Transit Service is defined as service which allows MCIm to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party's network through SBC MISSOURI's tandem.
- 22.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between MCIm's end user customer that is routed utilizing SBC MISSOURI's tandem switch where SBC MISSOURI's end user customer is neither the originating nor the terminating party.
- 22.3 At no time shall either Party provide Transit Service to an Inter-exchange Carrier (IXC) or any other third party carrier for the purposes of avoiding paying appropriate access charges.
- 22.4 With exception of UNE-P Transit Traffic, neither local Transit Traffic nor IntraLATA Toll Transit Traffic originated by MCIm shall be routed at or through any SBC MISSOURI end office switch. For calls originated by MCIm that are routed over a direct end office connection between MCIm's switch and the SBC MISSOURI's end office switch and have not received an LNP query when delivered to SBC MISSOURI's end office, SBC MISSOURI will query such calls. If based upon the query, the call must be transported to another carrier's switch for termination, transit rates as set forth in Appendix Pricing shall apply. Additionally, queries for such calls will be billed at rates in accordance with Appendix Pricing.
- 22.5 Where SBC MISSOURI has a local tandem switch separate from an access tandem switch in the local exchange area, MCIm-originated local Transit Traffic will be routed via SBC MISSOURI's local tandem switches, but not at or through any SBC MISSOURI access tandem switches. Where SBC MISSOURI has a local/IntraLATA tandem switch or local/access tandem switch in the local exchange area, MCIm originated local transit Traffic will be routed via the appropriate SBC MISSOURI local/IntraLATA tandem switch or local/access tandem switch.
- 22.6 When transiting traffic, the Parties agree to pass the originating CPN information when the third party carrier provides such information.
- 22.7 Transit Signaling. Any signaling information which is received by SBC MISSOURI from transiting traffic shall be forwarded to MCIm.
- 22.8 The Transit Service rates are as set forth in Appendix Pricing.

23 NETWORK MANAGEMENT

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 7 and 10 digit code gaps set at appropriate levels on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and SBC MISSOURI shall immediately notify each other of any protective control action planned or executed.
- 23.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes 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.
- 23.3 Mass Calling. MCIm and SBC MISSOURI shall cooperate and share pre-planning information 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.

24 OUT OF EXCHANGE TRAFFIC

- 24.1 Out of Exchange Traffic is available in accordance with the Appendix Out of Exchange Traffic attached to this Agreement.

25 SWITCHED ACCESS TRAFFIC

- 25.1 Anything to the contrary notwithstanding, this Section 25 shall not apply to IP-PSTN Traffic (as defined in Section 16 of Appendix Reciprocal Compensation of this Agreement) or its compensation. In the event of any conflict between this Section and Section 16 of Appendix Reciprocal Compensation, Section 16 shall control. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a MCIm end user that obtains local dial tone from MCIm where MCIm is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider, or
- (ii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

- 25.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 25.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 25.1 iv) above from the Local

Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.