

LEVEL 3 - SBC 13State – Out of Exchange Traffic DPL

Issue #	Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	SBC Language	SBC Position/Support	Status
SBC-OET-1	Throughout			Level 3 did not raise this as an issue in its petition.		This is a housekeeping issue to correct “SBC-12STATE” to “SBC-13STATE” throughout this entire appendix.	
SBC-OET-2	Section 1.1	<p>(a) Should the appendix reference the correct location of the definition for Out of Exchange traffic?</p> <p>(b) Should the appendix reference Section 251(b)(5) traffic?</p>	1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section <i>1.2</i>) and InterLATA <i>Local</i> Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.	Level 3 did not raise this as an issue in its petition.	1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (<u>as defined in the General Terms and Conditions to this agreement</u>) and InterLATA <u>Section 251 (b)(5)</u> Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.	<p>(a) Yes. The reference proposed by Level 3 does not define Out of Exchange Traffic. SBC correctly references the location of the definition.</p> <p>(b) Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC’s definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the meaning of Level 3’s proposed “Local” traffic.</p>	
SBC-OET-3 (LT-GT-3 s1.3)	Section 1.3		Reserved for Future Use	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.</u>	Since this definition is contained in the GT&C SBC can agree to this deletion.	

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SBC-OET-4 (LT-GT-3 s1.4)	Section 1.4		Reserved for Future Use	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.</u>	Since this definition is contained in the GT&C SBC can agree to this deletion.	
SBC-OET-5 (LT-GT-3 s1.5)	Section 1.5		Reserved for Future Use	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>SBC CALIFORNIA – As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.</u>	Since this definition is contained in the GT&C SBC can agree to this deletion.	
SBC-OET-6 (LT-GT-3 s1.6)	Section 1.6		Reserved for Future Use	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.</u>	Since this definition is contained in the GT&C SBC can agree to this deletion.	
SBC-OET-7 (LT-GT-3 s1.7)	Section 1.7		Reserved for Future Use	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada</u>	Since this definition is contained in the GT&C SBC can agree to this deletion.	

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SBC-OET-8 (LT-GT-3 s1.8)	Section 1.8		Reserved for Future Use	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.</u>	Since this definition is contained in the GT&C SBC can agree to this deletion.	
SBC-OET-9 (LT-GT-3 s1.10)	Section 1.10	(a) Should a non-section 251/252 service such as Transit Service be arbitrated in this section 251/252 proceeding? (b) Should the appendix reference Section 251(b)(5) traffic?	1.10 For purposes of this Appendix only, “Out of Exchange Traffic” is defined as <i>Telecommunications Traffic, IP-enabled Services Traffic, ISP-bound traffic, transit traffic,</i> or intraLATA traffic to or from a non-SBC ILEC exchange area.	VoIP traffic has never been assessed access charges. SBC’s proposed language is geared towards lumping VoIP services into a switched-based access service, and, as such, imposing access charges. Level 3’s language clarifies the types of traffic that are subject to local rates.	1.10 For purposes of this Appendix only “Out of Exchange Traffic” is defined as <u>Section 251 (b)(5) Traffic</u> , ISP-bound traffic or intraLATA traffic to or from a non-SBC ILEC exchange area.	(a) No. This issue is not arbitrable because neither Section 251, nor any other provision of the Act requires ILECs to provide transit service. (b) Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC’s definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the meaning of Level 3’s proposed “Local” traffic.	
SBC-OET-	Section 2.3	Should Level 3 be required to have an Out	2.3 <i>Reserved for future use.</i>	Consistency and ease of interpretation require that	2.3 <u>The underlying Interconnection Agreement sets forth the terms and conditions pursuant to</u>	Yes. SBC has offered Level 3 a separate appendix governing	

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10 (LT-OET-1 s2.3)		of Exchange Appendix when it seeks Section 251(a) interconnection with SBC to serve exchanges which are not in SBC's Incumbent exchange areas?		all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	<u>which SBC-13STATE agrees to provide LEVEL 3 with access to lawful unbundled network elements (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 SBC-13STATE's incumbent local exchange areas for the provision of LEVEL 3's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE 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 LEVEL 3 in SBC-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to LEVEL 3 for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE 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 SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-13STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in LEVEL 3's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the</u>	out of exchange traffic (OE-LEC). It is not appropriate to address OE-LEC traffic in the Interconnection Appendix because the Interconnection Appendix is applicable only to the territory SBC serves as an incumbent. The 1996 Act does not impose unbundling or interconnection duties on SBC when it is operating outside of its service territory as a CLEC.	

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					<p><u>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 LEVEL 3 for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which LEVEL 3's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.</u></p>		
<p>SBC-OET-11 (LT-OET-1 s3.1)</p>	<p>Section 3.1</p>	<p>(a) Should the originating party be responsible for providing CPN, which can be used by the terminating party to identify the originating carrier and call jurisdiction?</p> <p>(b) What rates should govern the compensation of traffic that the originating carrier provides without the CPN necessary to rate the traffic?</p>	<p>3.1 <i>Reserved for future use.</i></p>	<p>Level 3 believes this language is duplicative of language in ITR and doesn't need to be a part of this appendix.</p>	<p>3.1 <u>Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251 (b)(5) Traffic, ISP-bound traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.</u></p>	<p>(a) Yes. Pursuant to standard industry practice, carriers pass the calling party number (CPN) for calls originating on their network to the carriers that terminate the calls. This information is critical for the purposes of determining whether calls are local, intraLATA, or interLATA so that appropriate charges can be applied.</p> <p>(b) If the percentage of calls passed without CPN is less than 10 percent, all calls exchanged without CPN information should be billed as either local traffic or intraLATA toll traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed without CPN is greater than 90 percent, all calls passed without CPN should be billed as intraLATA toll traffic. This</p>	

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						<p>practice was adopted by the Texas Public Utilities Commission in Docket No. 21982. This language is not contained in the ITR appendix, so Level 3’s assertion of redundancy is incorrect.</p>	
<p>SBC-OET-12 (LT-OET-2 s3.3)</p>	<p>Section 3.3</p>	<p>Should CLEC be required to administer its network to ensure acceptable service levels to all users of its network services?</p>	<p>3.3 <i>Reserved for future use.</i></p>	<p>Level 3 believes this language is duplicative of language in ITR and doesn’t need to be a part of this appendix.</p>	<p>3.3 <u>Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.</u></p>	<p>Yes. Each party has an obligation to ensure that its network operates at acceptable levels. Failure to do so could cause damage to the other interconnecting party’s network or interfere with end user service. This language is not contained in the ITR appendix, so Level 3’s assertion of redundancy is incorrect.</p>	

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SBC-OET-13 (LT-OET-2 s 3.4)	Sections 3.4	Should Level 3 implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network?	3.4 <i>Reserved for future use.</i>	Level 3 believes this language is duplicative of language in ITR and doesn't need to be a part of this appendix.	3.4 <u>Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.</u>	Both interconnecting parties should be required to ensure the reliability of their interconnected networks. If a mass calling event (e.g. a radio contest) causes the volume of calls passing from Level 3 to SBC to exceed the capacity of SBC's end office switch, it can prevent end users served by that end office switch from obtaining dial tone to call 911 and other emergency services. While such language appears in the ITR appendix as well, inclusion here would maintain clarity. Alternatively, this appendix should expressly reference the ITR language.	
SBC-OET-14 (LT-OET-2 s 3.5)	Sections 3.5	Should Level 3 implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network?	3.5 <i>Reserved for future use.</i>	Level 3 believes this language is duplicative of language in ITR and doesn't need to be a part of this appendix.	3.5 <u>Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.</u>	Both interconnecting parties should be required to ensure the reliability of their interconnected networks. If a mass calling event (e.g. a radio contest) causes the volume of calls passing from Level 3 to SBC to exceed the capacity of SBC's end office switch, it can prevent end users served by that end office switch from obtaining dial tone to call 911 and other emergency services. While such language appears in the ITR appendix as well, inclusion here would maintain clarity. Alternatively, this	

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						appendix should expressly reference the ITR language.	
SBC-OET-15 (LT-OET-2 s 3.6)	Sections 3.6	Should Level 3 implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network?	3.6 <i>Reserved for future use</i>	Level 3 believes this language is duplicative of language in ITR and doesn't need to be a part of this appendix.	3.6 <u>The Parties 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, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.</u>	Both interconnecting parties should be required to ensure the reliability of their interconnected networks. If a mass calling event (e.g. a radio contest) causes the volume of calls passing from Level 3 to SBC to exceed the capacity of SBC's end office switch, it can prevent end users served by that end office switch from obtaining dial tone to call 911 and other emergency services. While such language appears in the ITR appendix as well, inclusion here would maintain clarity. Alternatively, this appendix should expressly reference the ITR language.	
SBC-	Section 3.7	Should SBC be	3.7 The Parties agree that, unless otherwise	Clarifies that court and	3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network	Level 3's proposed language is	

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OET-16 (LT-OET-3 s3.7)		required to interconnect with Level 3 pursuant to unidentified “applicable laws”?	mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party <i>or as required by Applicable Law.</i>	agency orders also govern the quality of network connections.	connections shall be equal to that of the existing facilities that are jointly provided by each Party.	vague and ambiguous, because Level 3 fails to identify any relevant “applicable laws.”	
SBC-OET-17 (LT-OET-2 s3.8)	Section 3.8	Should SBC be required to interconnect with Level 3 pursuant to unspecified, “other” contract language?	3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR <i>and any other relevant sections this Agreement.</i>	Intended for consistency throughout the various pieces of the Agreement and to avoid confusion and potential conflict.	3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR	Level 3's language is vague and ambiguous, because Level 3 fails to identify any other relevant sections of the agreement.	
SBC-OET-18 (LT-1,2; LT-OET-2 s4.1)	Section 4.1	(a) Should Level 3 be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside the local calling area? (b) Should the appendix reference Section 251(b)(5) traffic? (c) Should SBC be required to interconnect with Level 3 at unidentified and ambiguous Points of	4.1 LEVEL 3 operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection (“POI”) <i>located within SBC-13STATE LATAs</i> according to Appendix NIM of this Agreement for the purpose <i>exchange Telephone Traffic</i> , ISP-Bound Traffic <i>and IP-enabled Services Traffic</i> in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE’s originating traffic will be delivered to LEVEL 3’s existing POIs arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. SBC-12STATE will accept LEVEL 3’s Traffic at its tandem switch <i>or other switch where the Parties have established interconnection</i> over Local Interconnection Trunk Groups that currently exist or may exist in the future between the Parties to or from LEVEL 3 <i>and SBC-13STATE. When such Out of Exchange Traffic is Transit Traffic as defined in the Agreement, OE-LEC agrees to establish a Direct End Office Trunk group (“DEOT”) to any third party carrier’s end office when traffic levels exceed one DS1 (24 DS0s)</i>	Federal regulations and state orders allow Level 3 to establish a SPOI in each LATA served by SBC, and that SBC is obligated to provide trunking to that SPOI. SBC’s proposed language is designed to get around those obligations.	4.1 LEVEL 3 operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection (“POI”) according to Appendix NIM of this Agreement for the purpose <u>of providing Section 251 (b)(5) Traffic and ISP-bound traffic</u> in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE’s originating traffic will be delivered to LEVEL 3’s existing POIs arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. SBC-12STATE will accept LEVEL 3’s <u>Out of Exchange Traffic</u> at its tandem switch over Local Interconnection Trunk Groups that currently exist or may exist in the future between the Parties to or from LEVEL 3 <u>out of exchange areas to or from SBC-13STATE’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 Level 3 and SBC-13STATE, the Parties agree to establish a Direct Final (“DF”) end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an End Office.</u>	(a) See SBC NIM/TR DPL issue #4b. SBC’s proposal gives Level 3 a variety of interconnection options. Under SBC’s proposal, Level 3 can choose (a) a POI in each tandem serving area; (b) a POI that is not in the tandem serving area (“Distant POI”); and (c) a single POI in the LATA on SBC’s network. Level 3, on the other hand, assumes that the parties use only the third, expensive form of interconnection. (b) Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of	

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		<p>Interconnection?</p> <p>(d) Should a CLEC be required to direct end office trunk once traffic between the parties exceed one DS1 (or 24 trunks) for one month?</p>	<p><i>to or from that end office.</i></p>			<p>traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC’s definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic than Level 3’s vague proposed “Local” traffic.</p> <p>(c) The Parties will establish POIs in accordance with Appendix NIM to this agreement.</p> <p>(d) Yes. To prevent tandem exhaust and increase efficiency, Level 3 should establish direct end office trunks (DEOTs) whenever the traffic to an end office reaches the threshold volume of a single DS1. This is the same threshold SBC uses to establish DEOTs for itself.</p>	
<p>SBC-OET-19</p> <p>(LT-1,2; LT-OET-2 s4.2)</p>	<p>Section 4.2</p>	<p>Should Level 3 be required to establish Local Interconnection Trunk Groups to every tandem in the LATA?</p>	<p><i>4.2 Reserved for future use.</i></p>	<p>Federal regulations and state orders allow Level 3 to establish a SPOI in each LATA served by SBC, and that SBC is obligated to provide trunking to that SPOI. SBC’s proposed language is designed to get around those obligations.</p>	<p>4.2 <u>The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Section 251 (b)(5) Traffic, ISP-bound traffic and IntraLATA traffic from OE-LEC to each SBC-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.</u></p>	<p>Yes. Level 3 should establish interconnection trunks to every SBC tandem switch in the LATA. SBC should not be required to route Level 3 end user traffic through two switches in its network, or to aggregate such traffic at only one tandem switch. Such a practice reduces network efficiency and increases the risk of tandem exhaust.</p>	

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SBC-OET-20 (LT-1,2; LT-OET-2 s4.3)	Section 4.3	Should Level 3 be solely responsible for the facilities that carry OS/DA and 911 trunk groups?	4.3 <i>Reserved for future use.</i>	Federal regulations and state orders allow Level 3 to establish a SPOI in each LATA served by SBC, and that SBC is obligated to provide trunking to that SPOI. SBC’s proposed language is designed to get around those obligations.	4.3 <u>Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.</u>	Yes. As for OS/DA, Level 3 may obtain OS/DA from any carrier or provide OS/DA itself. For 911, Level 3 is legally required to provide 911 service to its customers, and Level 3 should not be allowed to shift that burden to SBC. Regarding mass calling trunks, Level 3 should be required to provide such trunks to ensure network reliability and 911 capabilities, and to protect SBC from mass call volumes generated by Level 3’s end users. Finally, meet point trunks allow Level 3 end users to access interexchange carriers. They do not benefit SBC and SBC should not bear the burden of providing them.	
SBC-OET-21 (LT-1,2; LT-OET-2 s4.4)	Section 4.4	(a) Should the appendix reference Section 251(b)(5) traffic? (b) Should Level 3 route Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic through the appropriate SBC tandem switches?	4.4 The Parties shall route originating <i>Telephone Services Traffic</i> , ISP-Bound Traffic and <i>IP-enabled Services Traffic</i> to the <i>POI</i> .	Federal regulations and state orders allow Level 3 to establish a SPOI in each LATA served by SBC, and that SBC is obligated to provide trunking to that SPOI. SBC’s proposed language is designed to get around those obligations.	4.4 The Parties shall route originating <u>Section 251 (b)(5) Traffic</u> ISP-Bound Traffic and <u>IntraLATA Toll Calls</u> to the <u>serving tandem as reflected in the LERG.</u>	(a) Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC’s definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the meaning of Level 3’s proposed	

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						<p>“Local” traffic.</p> <p>(b)Yes. Level 3 should route traffic to the appropriate serving tandem switch, as that is the most efficient use of tandem resources. It would be inefficient for SBC to reroute Level 3 traffic from one tandem to another tandem, and such a requirement could lead to tandem exhaust. Level 3 has agreed to route traffic to the serving tandem in other sections of this appendix.</p>	
<p>SBC-OET-22</p> <p>(LT-1,2; LT-OET-2 s4.5)</p>	<p>Section 4.5</p>	<p>Should the appendix reference Section 251(b)(5) traffic?</p>	<p>4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, LEVEL 3 may route <i>Telephone Services Traffic</i>, ISP-Bound Traffic and <i>IP-enabled Services Traffic</i> directly to the serving SBC-13STATE tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties</p>	<p>Federal regulations and state orders allow Level 3 to establish a SPOI in each LATA served by SBC, and that SBC is obligated to provide trunking to that SPOI. SBC’s proposed language is designed to get around those obligations.</p>	<p>4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, LEVEL 3 may route <u>Section 251 (b)(5) Traffic</u>, ISP-Bound Traffic and <u>/or IntraLATA traffic</u> directly to the serving SBC-13STATE tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties.</p>	<p>Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Inter-carrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC’s definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the meaning of Level 3’s proposed “Local” traffic.</p>	
<p>SBC-OET-23</p> <p>(LT-2 s4.6)</p>	<p>Section 4.6</p>	<p>Should the parties’ use of local interconnection trunks be limited to traffic between the Parties’ End Users?</p>	<p>4.6 Except as otherwise provided in this Appendix, <i>where any traffic is inadvertently improperly routed by one Party over any trunk groups to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.</i></p>	<p>Rather than disconnecting Level 3 for a third party’s actions, SBC and Level 3 should be cooperating in fixing the problem.</p>	<p>4.6 Except as otherwise provided in this Appendix, <u>for Level 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/Level 3 terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in</u></p>	<p>For traffic to be properly billed, traffic on local interconnection trunk groups should be limited to the parties’ End Users.</p>	

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Issue #	Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	SBC Language	SBC Position/Support	Status
					<p><u>accordance with this Appendix, the Parties will work cooperatively to correct the problem.</u></p>		
<p>SBC-OET-24 (LT-2 s4.7)</p>	<p>Section 4.7</p>	<p>(a) Should SBC be required to interconnect with Level 3 pursuant to unidentified and ambiguous “applicable laws”?</p> <p>(b) Should Level 3 route Section 251 (b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic through the appropriate SBC tandem switches?</p> <p>(c) What is an appropriate timeframe for Level 3 to cure any misrouting of traffic?</p>	<p>4.7 <u>SBC-13STATE</u> shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to <u>SBC-13STATE</u> (as reflected in the LERG). Any <i>lawful and appropriate</i> compensation due from <u>SBC-13STATE</u> for such misrouted traffic shall be paid by LEVEL 3 <i>subject to the terms of this Agreement</i>. This also includes traffic that is destined to End Offices that do not subtend <u>SBC-12STATE</u> tandem. <u>SBC-12STATE</u> shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. <i>In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic.</i></p>		<p>4.7 <u>SBC-13STATE</u> shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to <u>SBC-13STATE</u> (as reflected in the LERG). Any compensation due from <u>SBC-13STATE</u> for such misrouted traffic shall be paid by LEVEL 3. <u>The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG.</u> This also includes traffic that is destined to End Offices that do not subtend <u>SBC-12STATE</u> tandem. <u>SBC-12STATE</u> shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. <u>Level 3 shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.</u></p>	<p>(a) Level 3's proposed language is vague and ambiguous, because Level 3 fails to identify any relevant “applicable laws.”</p> <p>(b) Yes. Level 3 should route traffic to the appropriate serving tandem switch, as that is the most efficient use of tandem resources. It would be inefficient for SBC to reroute Level 3 traffic from one tandem to another tandem, and such a requirement could lead to tandem exhaust. Level 3 has agreed to route traffic to the serving tandem in other sections of this appendix.</p> <p>(c) Level 3 should be required to cure any misrouting of traffic, and thirty days is ample time.</p>	
<p>SBC-OET-25 (LT-1; LT-OET-2 s4.9)</p>	<p>Section 4.9</p>	<p>Should Level 3 route Section 251 (b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic through the appropriate SBC tandem switches?</p>	<p><i>4.9 Reserved for future use.</i></p>	<p>Federal regulations and state orders allow Level 3 to establish a SPOI in each LATA served by SBC, and that SBC is obligated to provide trunking to that SPOI. SBC’s proposed language is designed to get around those obligations.</p>	<p>4.9 <u>Connection of a trunk group from OE-LEC to SBC-13STATE’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</u></p>	<p>Yes. Level 3 should route traffic to the appropriate serving tandem switch, as that is the most efficient use of tandem resources. It would be inefficient for SBC to reroute Level 3 traffic from one tandem to another tandem, and such a requirement could lead to tandem exhaust. Level 3 has</p>	

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Issue #	Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	SBC Language	SBC Position/Support	Status
					<u>Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).</u>	agreed to route traffic to the serving tandem in other sections of this appendix.	
SBC-OET-26	Sections 5, 5.1	Should the appendix reference Section 251(b)(5) traffic rather than “Local Calls”?	5. LOCAL CALL COMPENSATION 5.1 The compensation arrangement for <i>Local Call(s)</i> exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.	Level 3 did not raise this as an issue in its petition.	5. <u>SECTION 251 (B)(5) TRAFFIC COMPENSATION</u> 5.1 The compensation arrangement for <u>Section 251 (b)(5) Traffic</u> exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.	Yes, Section 251(b)(5) traffic is traffic which is eligible to receive reciprocal compensation under the Act. SBC’s proposed language tracks the Act and is more precise than Level 3’s proposed term “Local Calls.”	
SBC-OET-27 (LT-3 s6.1, 6.2, 6.3)	Section 6	Should a non-section 251/252 service such as Transit Service be arbitrated in this section 251/252 proceeding?	<u>6. TRANSIT TRAFFIC COMPENSATION</u> 6.1 <i>The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in this Agreement.</i> 6.2 <i>In SBC SOUTHWEST REGION 5-STATE the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.</i> 6.3 <i>In the SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA the transiting rate is outlined in Appendix Pricing as Transiting Service.</i>	Level 3 views the ICA as one agreement, rather than 18 different agreements. This change reflects that view.	<u>6. INTENTIONALLY LEFT BLANK</u>	No. This issue is not arbitrable because neither Section 251 nor any other provision of the Act requires ILECs to provide transit service.	
SBC-OET-28 (LT-2 s9.1)	Sections 9, 9.1	(a) Should the appendix reference Section 251(b)(5) traffic? (b) Should Level 3 route InterLATA Section 251(b)(5) traffic using two-way	9. INTERLATA LOCAL TRAFFIC 9.1 SBC-13STATE will exchange SBC-13STATE InterLATA <i>local</i> traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE n will exchange such traffic using two-way trunk groups (i) via a facility to Level 3’s OE-LEC’s POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary (“EAB”), or (iii) via a	Clarify trunking requirements.	9. INTERLATA <u>SECTION 251 (b)(5) TRAFFIC</u> 9.1 SBC-13STATE will exchange SBC-13STATE InterLATA <u>Section 251 (b)(5)</u> traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE n will exchange such traffic using two-way <u>direct final</u> trunk groups (i) via a facility to Level 3’s OE-LEC’s POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary	(a) Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such	

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		direct final trunk groups?	mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC Region exchange, SBC-13STATE shall exchange such traffic using a two-way trunk group (i) via a facility to Level 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.		("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC Region exchange, SBC-13STATE shall exchange such traffic using a two-way <u>direct final</u> trunk group (i) via a facility to Level 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.	traffic. SBC's definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the meaning of Level 3's proposed "Local" traffic. (b) Yes. Currently, when SBC routes its own InterLATA Section 251(b)(5) and ISP Bound Traffic, SBC establishes a two-way DF trunk group. SBC expects Level 3 to follow the same practice.	
SBC-OET-29 (LT-2 s9.2)	Section 9.2	Should Level 3 route InterLATA Section 251(b)(5) traffic using two-way direct final trunk groups?	<i>9.2 Reserved for future use.</i>	Industry accepted methods and standards of traffic engineering require that traffic be permitted to alternate route.	<u>9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.</u>	Yes. Currently, when SBC routes its own InterLATA Section 251(b)(5) and ISP Bound Traffic SBC establishes a two-way DF trunk group. SBC expects Level 3 to follow the same practice.	
SBC-OET-30	Section 9.3	Should the appendix reference Section 251(b)(5) traffic?	9.3 Level 3 must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA <i>local</i> calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.	Level 3 did not raise this as an issue in its petition.	9.3 Level 3 must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA <u>Section 251 (b)(5)</u> calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.	Yes. Section 251(b)(5) Traffic is defined in SBC's proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC's definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the	

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						meaning of Level 3’s proposed “Local” traffic.	
SBC-OET-31 (LT-2 s 9.4)	Section 9.4	If traffic is improperly routed by one Party over any trunk groups, should the Parties work cooperatively to correct the problem?	9.4 Except as otherwise provided in this Appendix <i>where any traffic is inadvertently improperly routed by one Party over any trunk groups to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.</i>	Rather than disconnecting Level 3 for a third party’s actions, SBC and Level 3 should be cooperating in fixing the problem.	9.4 Except as otherwise provided in this Appendix <u>for Level 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/Level 3 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.</u>	The Parties should work cooperatively to correct improper routing of traffic whether or not the improper routing is done intentionally or inadvertently.	
SBC-OET-32 (LT-2 s 9.5)	Section 9.5	What is an appropriate timeframe to cure misrouted traffic?	9.5 SBC-12STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-12STATE (as reflected in the LERG). Any compensation due SBC-12STATE for such misrouted traffic shall be paid by LEVEL 3. The appropriateness of such routing and the correct SBC-12STATE serving tandems are reflected by SBC-12STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-12STATE tandem. SBC-12STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. <i>In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic.</i>	Rather than disconnecting Level 3 for a third party’s actions, SBC and Level 3 should be cooperating in fixing the problem.	9.5 SBC-12STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-12STATE (as reflected in the LERG). Any compensation due SBC-12STATE for such misrouted traffic shall be paid by LEVEL 3. The appropriateness of such routing and the correct SBC-12STATE serving tandems are reflected by SBC-12STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-12STATE tandem. SBC-12STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. <u>Level 3 shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.</u>	Level 3 should be required to cure any misrouting of traffic, and thirty days is ample time.	

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Issue #	Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	SBC Language	SBC Position/Support	Status
SBC-OET-33	Section 9.7	Should the appendix reference the term Section 251(b)(5) Traffic rather than “Local Calls”?	9.7 The compensation arrangement for InterLATA Local Traffic shall be governed by the compensation terms and conditions for Local Calls in Intercarrier Compensation Appendix of this Agreement.	Level 3 did not raise this as an issue in its petition.	9.7 The compensation arrangement for InterLATA <u>Section 251 (b)(5) and ISP Bound</u> Traffic shall be governed by the compensation terms and conditions for <u>Section 251 (b)(5) and ISP Bound</u> Calls in Intercarrier Compensation Appendix of this Agreement.	Yes. Section 251(b)(5) Traffic is defined in SBC’s proposed language for the Appendix Intercarrier Compensation. It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC’s definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic, thus avoiding confusion as to the meaning of Level 3’s proposed “Local” traffic.	
SBC-OET-34 (LT-GT-4 s10.1)	Section 10.1	Should individual appendices identify legitimately related terms and conditions which formed the basis for negotiation?	10.1 <i>Reserved for future use.</i>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	10.1 <u>Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality;</u>	See SBC Position in Global Issues DPL, Issue #2	

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Issue #	Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	SBC Language	SBC Position/Support	Status
					<u>intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.</u>		

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