

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
OET 1 (§ 2.1)			2.1 For purposes of this Appendix, <u>LEVEL 3</u> intends to operate and/or provide telecommunications services outside of SBC-13STATE <i>incumbent local exchange areas</i> and desires to interconnect <u>LEVEL 3</u> 's network with <u>SBC-13STATE</u> 's network(s).		
OET 2 (§ 2.3)			2.3 <u>This Agreement contains terms and conditions related to SBC-13STATE's obligations under Applicable Law. Other Appendices to this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide LEVEL 3 with access to 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 UNEs and access to 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 LEVEL 3 providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision UNEs or to provide access to 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</u>		

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
			<p><i>the rates, terms and conditions set forth in <u>SBC-13STATE</u>'s current Interconnection Agreement, and any associated provisions set forth elsewhere in <u>LEVEL 3</u>'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 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 <u>LEVEL 3</u> for provisioning telecommunication services within an <u>SBC-13STATE</u> incumbent local exchange area(s) in the State in which <u>LEVEL 3</u>'s current Interconnection Agreement with <u>SBC-13STATE</u> has been approved by the relevant state Commission and is in effect.</i></p>		
OET-3 (§ 3.1)			<p><i>3.1 <u>LEVEL 3</u> shall provide and <u>SBC-13STATE</u> shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, <u>SBC-13STATE</u> will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.</i></p>		
OET 4 (§ 3.3)			<p><i>3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are</i></p>		

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
			<p><i>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.</i></p>		
OET 5 (§ 4.1)			<p><u>4.1 LEVEL 3</u> operates as a CLEC within <u>SBC-13STATE</u> exchange areas and has a Point of Interconnection (“POI”) located within <u>SBC-13STATE LATAs according to Appendix NIM of this Agreement exchange areas</u> for the purpose <u>of exchanging Telephone Traffic, ISP-Bound Traffic and IP-enabled Services Traffic of providing telephone exchange service and exchange access Section 251 (b)(5) Traffic and ISP-bound traffic</u> in such <u>SBC-13STATE</u> exchange areas. Based upon the foregoing, the Parties agree that <u>SBC-13STATE’s</u> originating traffic will be delivered to <u>LEVEL 3’s</u> existing POIs arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in <u>this Appendix NIM of this Agreement</u>. <u>SBC-13STATE</u> will accept <u>LEVEL 3 Out of Exchange Telecommunications</u> Traffic at its tandem switch <u>or other switch where the Parties have established interconnection over local interconnection facilities Local Interconnection Trunk Groups</u> that currently exist or may exist in the future between the Parties to or from <u>LEVEL 3’s out of exchange areas and to or from SBC-13STATE’s end offices</u>. <u>When such Out of Exchange Traffic is 251 (b)(5) Traffic Local Calls 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 SBC-13STATE End Office</u>. When such Out of Exchange Traffic is Transit Traffic as defined in the <u>underlying</u> Agreement, <u>LEVEL 3</u> agrees to establish a Direct End Office Trunk group (“DEOT”) to any</p>		

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
			third party carrier’s end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.		
OET 6 (§ 4.2)			<p><u>4.2 The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. When Tandem trunks are deployed, LEVEL 3 shall connect to all tandems in the LATA in SBC CONNECTICUT, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE. If no Local Only Tandem Switch, Local/ IntraLATA Tandem Switch or Local/ Access Tandem Switch exists in the local exchange area in SBC SOUTHWEST REGION 5-STATE, LEVEL 3 shall trunk to all SBC End Offices in the local exchange area where LEVEL 3 Offers Service. LEVEL 3 shall route appropriate traffic (i.e. only traffic to SBC-13STATE End Offices that subtend that Tandem) to the respective SBC-13STATE Tandems on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to LEVEL 3 switches on the trunk groups defined below.</u></p> <p><u>4.3 The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a LEVEL 3 switch and an SBC-13STATE Tandem as further provided in this Appendix ITR.</u></p>		
OET 7 (§ 4.9)			<u>4.9 The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before</u>		

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
			<p><u>submitting a final agreement to the relevant state commission for approval. Connection of a trunk group from LEVEL 3 to SBC-13STATE's tandem(s) will provide LEVEL 3 accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).</u></p>		
OET 8 (§ 5.1)			<p>5.1 The compensation arrangement for <i>Section 251 (b)(5) and ISP-Bound Traffic <u>Telecommunications Traffic and IP-Enabled Traffic</u></i> exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.</p>		
OET 9 (§ § 6.0-6.3)			<p>6. TRANSIT TRAFFIC COMPENSATION <i>INTENTIONALLY LEFT BLANK</i></p> <p>6.1 <u>The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in this Agreement.</u></p> <p>6.2 <u>In SBC SOUTHWEST REGION 5-STATE the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.</u></p> <p>6.3 <u>In the SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA the transiting rate is outlined in Appendix Pricing as Transiting Service.</u></p>		
OET 10 (§ § 9-9.1, 9.3, 9.7)			<p>9. INTERLATA SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC <u>TELECOMMUNICATIONS TRAFFIC AND IP-ENABLED TRAFFIC</u></p>		

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
			<p><u>9.1 SBC-13STATE</u> will exchange InterLATA <i>Section 251 (b)(5) and ISP-Bound</i> traffic <u>Telecommunications Traffic and IP-Enabled Traffic</u> with <u>LEVEL 3</u> that is covered by an FCC approved or court ordered InterLATA boundary waiver. <u>SBC-13STATE</u> will exchange such traffic using two-way <i>direct final</i> trunk groups (i) via a facility to <u>LEVEL 3</u>'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 mutually agreed to meet point facility within the <u>SBC-13STATE</u> exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an <u>SBC-13STATE</u> exchange, SBC Region shall exchange such traffic using a two-way <i>direct final</i> trunk group (i) via a facility to <u>LEVEL 3</u>'s POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. <u>SBC-13STATE</u> will not provision or be responsible for facilities located outside of <u>SBC-13STATE</u> exchange areas.</p> <p>.....</p> <p><u>9.3 LEVEL 3</u> must provide <u>SBC-13STATE</u> a separate ACTL and Local Routing Number (LRN) specific to each InterLATA <i>Section 251 (b)(5)and ISP-Bound</i> local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.</p> <p>.....</p> <p>9.7 The compensation arrangement for InterLATA <i>Section 251 (b)(5) and ISP Bound</i> Traffic <u>Telecommunications Traffic and IP-Enabled Traffic</u> shall be governed by the compensation terms and</p>		

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
			<p>conditions for <i>Section 251 (b)(5) and ISP Bound <u>Telecommunications Traffic and IP-Enabled Traffic</u></i> Calls in Intercarrier Compensation Appendix in this Agreement.</p>		
OET 11 (§ 9.2)			<p><i>9.2 The Parties agree that the associated traffic from each <u>SBC-13STATE</u> End Office will not alternate route.</i></p>		