

APPENDIX OUT OF EXCHANGE TRAFFIC NETWORK CONNECTIONS

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APPENDIX OUT OF EXCHANGE TRAFFIC NETWORK CONNECTIONS

1 INTRODUCTION

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic as defined in the underlying agreement.
- 1.2 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-13STATE's network(s).
- 1.3 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-13STATE pursuant to Section 251(a) of the Act.

2 NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 2.1 AT&T-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over direct local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-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 OE-LEC and AT&T-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-13STATE End Office.
- 2.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 2.3 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.
- 2.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 2.5 If AT&T-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-13STATE End Office.
- 2.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 2.7 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 2.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 2.9 Connection of a trunk group from OE-LEC to AT&T-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's 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).

- 2.10 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes.

3 INTERCARRIER COMPENSATION

- 3.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix OE-LEC Intercarrier Compensation.

4 INTERLATA SECTION 251(B)(5) TRAFFIC

- 4.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 4.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 4.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 4.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.5 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE-tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.6 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Office(s) using AT&T-13STATE's standard code opening timeframes.
- 4.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix OE-LEC Intercarrier Compensation.