

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

1. DEFINITIONS 3

2. INTRODUCTION 3

3. NETWORK MANAGEMENT 3

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC 3

5. INTERCARRIER TRAFFIC COMPENSATION 5

6. INTENTIONALLY LEFT BLANK 5

7. INTENTIONALLY LEFT BLANK 5

8. INTENTIONALLY LEFT BLANK 5

9. INTERLATA SECTION 251(B)(5) TRAFFIC 5

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T Operations Inc. (AT&T-13STATE) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an CLEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user customer located in an AT&T-13STATE local exchange area or;
 - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to a CLEC end user customer located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, CLEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect CLEC's network with AT&T- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, AT&T-13STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-13STATE is the ILEC under the Act.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that AT&T-13STATE's originating traffic destined for CLEC end user customers in another ILEC's exchange will be delivered to CLEC's POI arrangements in an AT&T local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that CLEC's traffic originating from another ILEC's exchange and destined for AT&T-13STATE end users will be delivered to CLEC's POI arrangements in the AT&T exchange area in the

- LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of CLEC and AT&T-13STATE exceeds one DS1 (24 DS0s) to or from an AT&T-13STATE End Office, the Parties agree to establish a direct end office trunk group.
- 4.2 If CLEC is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, AT&T-13STATE agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. CLEC will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, CLEC's failure to submit an ASR is due to a "facilities-not-available" situation, AT&T-13STATE will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that CLEC's trunks are operational, AT&T-13STATE's originating Out of Exchange traffic will be rerouted to CLEC's POI according to Section 4.1 above.
 - 4.3 If CLEC is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, CLEC may route its originating Out of Exchange Traffic to AT&T-13STATE's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. CLEC will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, CLEC's failure to submit an ASR is due to a "facilities-not-available" situation, CLEC will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that CLEC's trunks are operational, CLEC's originating Out of Exchange traffic will be rerouted to CLEC's POI according to Section 4.1 above.
 - 4.4 CLEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
 - 4.5 Intentionally Omitted.
 - 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
 - 4.7 Intentionally Omitted.
 - 4.8 Except as set forth in Section 4.3, CLEC may deliver traffic destined to terminate at AT&T-13STATE's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require AT&T-13STATE to deliver traffic destined to terminate at CLEC's switch via a Third Party ILEC's Tandem.
 - 4.9 Connection of a trunk group from CLEC to AT&T-13STATE's tandem(s) will provide CLEC 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 NXX's 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 NXX's that are served by that End Office(s).
 - 4.10 AT&T-13STATE will open CLEC 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 standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

6. INTENTIONALLY LEFT BLANK

7. INTENTIONALLY LEFT BLANK

8. INTENTIONALLY LEFT BLANK

9. INTERLATA SECTION 251(B)(5) TRAFFIC

9.1 The Parties will exchange 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 CLEC'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 AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon 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 CLEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.

9.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.

9.3 Intentionally Omitted

9.4 Except as otherwise provided in this Appendix, for CLEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ CLEC 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.