

**APPENDIX
RECIPROCAL COMPENSATION**

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1. INTRODUCTION

This Appendix sets forth terms and conditions for Intercarrier Compensation between AT&T ILLINOIS and CLEC.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between CLEC and AT&T ILLINOIS will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic Transit Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.

2.2 Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element CLEC may assess AT&T ILLINOIS for the transport and termination of Local Traffic will be the same as the amount charged for each rate element which AT&T ILLINOIS may assess CLEC for the transport and termination of Local Traffic.

2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. For purposes of intercarrier compensation, "Section 251(b)(5) Traffic" will be compensated depending on the End Office or Tandem serving arrangement, so long as the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:

- (i) both physically located in the same AT&T ILLINOIS Local Exchange Area as defined in the AT&T ILLINOIS Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- (ii) both physically located within neighboring AT&T ILLINOIS Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.

In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" is limited to telecommunications traffic exchanged between CLEC and AT&T ILLINOIS in which the originating end user of one Party and the terminating ISP of the other Party are:

- (i) both physically located in the same AT&T ILLINOIS Local Exchange Area as defined by AT&T ILLINOIS Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- (ii) both physically located within neighboring AT&T ILLINOIS Local Exchange Areas that are within the same common mandatory local calling area. This includes,

but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

AT&T ILLINOIS has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order and such traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 4.8 of this Appendix.

- 2.4 When traffic is either originated by or terminated to an end user customer served via unbundled Network Element (UNE) switch port, the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.
- 2.5 To the extent that the Parties are not exchanging traffic in a given Local Calling Area as of the Effective Date, the Parties' obligation to pay reciprocal compensation to each other for that Local Calling Area only shall commence on the date the Parties agree (which agreement shall not be unreasonably withheld) that the network is complete for that Local Calling Area (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.
- 2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith, are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 4.2 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs. The treatment of Voice over Internet Protocol (VOIP) traffic is set forth in Section 16.
 - 2.6.1 Foreign Exchange (FX) traffic (ISP-bound and non-ISP bound) shall be subject to bill and keep. Whether ISP-bound or non-ISP-bound, FX Traffic shall be defined as traffic for which CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by AT&T ILLINOIS to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined above in Section 2.2) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for

Section 251(b)(5) Traffic and the FCC's ISP Terminating Compensation Plan above does not apply including, but not limited to, ISP calls that fit the definitions of the following traffic:

- o FX Traffic
- o IntraLATA Interexchange Traffic
- o InterLATA Interexchange Traffic
- o 800, 888, 877, ("8YY") Traffic
- o Feature Group A Traffic
- o Feature Group D Traffic

2.12.1 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place calls to an ISP under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such calls to an ISP are placed, the Parties agree that FCC's ISP Terminating Compensation Plan (including Options 1 and 2) do not apply, and that the rates, terms and conditions in this Agreement for such category of traffic shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

2.12.2 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

2.13 Intentionally Omitted.

2.14 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.15 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Both Parties to this Appendix will be responsible for the accuracy and quality of the data as submitted to the respective parties involved, for traffic originated on each Party's respective network.

3.2 For all traffic including, without limitation, Switched Access Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.4 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user customer that originated and/or dialed the call, when including such information is technically feasible. If either Party identifies improper incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks) or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

- 3.3 Intentionally Omitted
- 3.4 For traffic which is delivered by AT&T ILLINOIS or CLEC to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) 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 90%, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. In lieu of the foregoing PLU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.
- 3.4.1 If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by ten percent (10%) or more, that Party shall: (i) reimburse the auditing Party for the cost of the audit; (ii) pay for the cost of a subsequent audit, which shall take place within nine (9) months of the initial audit; and (iii) be billed for all calls passed without CPN at the Intrastate IntraLATA Toll Traffic rate.
- 3.5 Both Parties will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.
- 3.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.7 Loss of Data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

4. COMPENSATION

- 4.1 Intentionally Omitted.
- 4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate
- 4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the growth caps, new market restrictions and rebuttable presumption stated below.
- 4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.
- 4.2.3 Payment of Intercarrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic
- 4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to Section 251(b)(5) Traffic as defined in Section 2.2 of this Appendix.

4.2.5 Applicability of Rates:

4.2.5.1 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic as set forth in Appendix Pricing (ULS-Reciprocal Compensation for Termination of Local Traffic and Reciprocal Compensation) The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.

4.2.5.2 Tandem Serving Rate Elements:

4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only.

4.2.5.2.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

4.2.5.2.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement.

4.2.5.3 End Office Serving Rate Elements:

4.2.5.3.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement.

4.3 Intentionally Omitted.

4.4 Tandem Interconnection Rate Application

4.4.1 For CLEC traffic that terminates to AT&T, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T ILLINOIS traffic that terminates to CLEC, transport and termination rates will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T ILLINOIS' tandem switch, CLEC shall be entitled to receive the End Office Switching rate set forth in Section 4.2.5.3 above.

4.4.1.1 To qualify for the tandem interconnection rate pursuant to 47 C.F.R. §51.711(a)(3), CLEC must affirmatively demonstrate that its switch actually serves a geographic area comparable to the area served by AT&T's tandem switch. For purposes of this Appendix, CLEC's switch actually serves a geographic area comparable to the area served by AT&T's tandem when CLEC's switch is providing local service to NPA-NXXs assigned or ported to CLEC in the comparable geographic area. CLEC shall be entitled to the tandem interconnection rates (tandem switching, tandem common transport termination, tandem transport common facility, end office set-up and end office duration) for all calls. CLEC will use the Commission approved state-wide average of fourteen (14) miles for calculating the common transport facility rate set forth in

Section 4.3.2. The Parties may mutually agree on a blended rate based on the above application of rates.

4.4.1.2 Intentionally Omitted.

4.4.2 The Parties agree that CLEC's switches serve an area comparable to AT&T ILLINOIS' tandem switches.

4.5 Intentionally Omitted

4.6 Bill and Keep for ISP-bound Traffic in New Markets

4.6.1 In the event CLEC and AT&T ILLINOIS have not previously exchanged ISP-bound Traffic in any one or more ILLINOIS LATAs, prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CLEC and AT&T ILLINOIS for the remaining term of this Agreement in any such ILLINOIS LATAs.

4.6.2 In the event CLEC and AT&T ILLINOIS have previously exchanged traffic in an ILLINOIS LATA, prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that ILLINOIS LATA, and that any ISP-bound Traffic in other ILLINOIS LATAs, shall be Bill and Keep for the remaining term of this Agreement.

4.6.2.1 Wherever Bill and Keep is the traffic termination arrangement between CLEC and AT&T ILLINOIS, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

4.7 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic and does not include Transit traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

4.8 ISP-bound Traffic Rebuttable Presumption

4.8.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T ILLINOIS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between CLEC and AT&T ILLINOIS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, CLEC and AT&T ILLINOIS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth above for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings.

4.8.1.1 Intentionally Omitted.

4.9 Calculation of the 3:1 Ratio

4.9.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. The Party that transports and terminates more Billable Traffic ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth above, and (iii) the amount of such traffic subject to Bill and Keep. For ISP-Bound traffic, the Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement.

4.10 Intentionally Omitted.

4.10.1 Intentionally Omitted.

4.11 Intercarrier Unbundled Local Switching (ULS) Traffic. For the purposes of compensation where CLEC utilizes AT&T ILLINOIS' ULS (including UST), CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will AT&T ILLINOIS have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T ILLINOIS against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T ILLINOIS will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T ILLINOIS may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5. COMPENSATION FOR INTRALATA TOLL CALLS

5.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located, unless the Commission approves CLEC having a higher rate than AT&T ILLINOIS.

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

9.1 IntraLATA Interexchange traffic, not considered EAS traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 13.

- 9.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.
- 9.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

10. INTRALATA 800 TRAFFIC

- 10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, AT&T ILLINOIS will not record the intraLATA 800 Traffic.
- 10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11. MEET POINT BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intentionally Omitted.
- 11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 11.4 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- 11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of EMI Category 110XXX records to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with EMI Category 110XXX records based upon mutually agreed upon intervals.
- 11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.
- 11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.9 Intentionally Omitted.
- 11.10 AT&T ILLINOIS and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12. INTENTIONALLY OMITTED

13. BILLING ARRANGEMENTS FOR MUTUAL COMPENSATION TERMINATION OF LOCAL SECTION 251(B)(5), ISP-BOUND AND INTRALATA TOLL TRAFFIC

- 13.1 In ILLINOIS, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 13.2 For lost data see section 3.7 above.

14. BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL

- 14.1 Since AT&T ILLINOIS is not the primary toll carrier in AT&T ILLINOIS, for AT&T ILLINOIS carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.

15. SEGREGATING AND TRACKING FX TRAFFIC

- 15.1 In order to ensure that FX traffic is being appropriately segregated from other types of intercarrier traffic, the Parties will assign a Percentage of FX Usage (PFX), which shall represent the estimated percentage of minutes of use that is attributable to all FX traffic in a given month.
- 15.1.1 The PFX, and any adjustments thereto, must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply, and may only be adjusted once each quarter. The Parties may agree to use traffic studies, retail sales of FX lines, or any agreed method of estimating the FX traffic to be assigned the PFX.