

**APPENDIX
OUT OF EXCHANGE TRAFFIC**

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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 the General Terms and Conditions to this Agreement).
- 1.2 Reserved for future use.
- 1.3 Reserved for future use.
- 1.4 Reserved for future use.
- 1.5 Reserved for future use.
- 1.6 Reserved for future use.
- 1.7 Reserved for future use.
- 1.8 Reserved for future use.
- 1.9 “**Out of Exchange LEC (OE-LEC)**” means **CLEC** operating within **SBC-13STATE**'s incumbent local exchange area and providing telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's Xlocal exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, **CLEC** intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect **CLEC**'s network with **SBC-13STATE**'s network(s).
- 2.2 For purposes of this Appendix, **CLEC** agrees to interconnect with **SBC-13STATE** pursuant to Section 251(a) of the Act.
- 2.3 Other Appendices to this Agreement set forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide **CLEC** 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 **CLEC**'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 **CLEC** in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to **CLEC** 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 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 the rates, terms and conditions set forth in SBC-13STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC'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 CLEC for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 CLEC shall provide and SBC-13STATE 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, SBC-13STATE 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.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 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.
- 3.4 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC-13STATE will immediately notify each other of any protective control action planned or executed.
- 3.5 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility

failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 3.6 CLEC and SBC-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.
- 3.7 Reserved for future use.
- 3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR and other relevant sections, if any, in this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 CLEC operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection (“POI”) located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access Section 251 (b)(5) Traffic and ISP-bound traffic in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE’s originating traffic will be delivered to CLEC’s existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept CLEC Out of Exchange Traffic at its tandem switch or over local interconnection facilities that currently exist or may exist in the future between the Parties to or from CLEC’s 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 CLEC 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.
- 4.2 The Parties agree, that at a minimum, CLEC shall establish a trunk group for Section 251 (b)(5) Traffic, ISP-bound traffic and IntraLATA traffic from CLEC to each SBC-13STATE serving tandem in a 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. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a CLEC switch and an SBC-13STATE Tandem as further provided in Appendix ITR to the Agreement.
- 4.4 The Parties shall route originating Out of Exchange Traffic according to the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, CLEC will route Out of Exchange Traffic directly to the SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for CLEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ CLEC terminated traffic any traffic that is improperly routed by one Party over any trunk group 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.

- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by CLEC. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE's tandem. SBC-13STATE shall provide notice to CLEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, CLEC will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 4.8 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.
- 4.9 Connection of a trunk group from CLEC to SBC-13STATE's tandem(s) will provide CLEC 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).
- 4.10 SBC-13STATE will open CLEC's NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Section 251 (b)(5) and ISP-Bound Traffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

- 7.1 The compensation arrangement for Intrastate Intra LATA Traffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Intercarrier Compensation Appendix of this Agreement.

9. INTERLATA SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC

- 9.1 SBC-13STATE will exchange InterLATA Section 251 (b)(5) and ISP-Bound traffic with CLEC that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-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 SBC-13STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC Region shall exchange such traffic using a two-way direct final 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. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 CLEC must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA Section 251 (b)(5) and ISP-Bound local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for CLEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/CLEC terminated traffic any traffic that is improperly routed by one Party over any trunk group 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.
- 9.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by CLEC. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE’s tandem. SBC-13STATE shall provide notice to CLEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, CLEC will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 9.6 SBC-13STATE will open CLEC’s NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.
- 9.7 The compensation arrangement for InterLATA Section 251 (b)(5) and ISP Bound Traffic shall be governed by the compensation terms and conditions for Section 251 (b)(5) and ISP Bound Calls in Intercarrier Compensation Appendix in this Agreement.