

**ARTICLE VII
TRANSPORT AND TERMINATION
OF OTHER TYPES OF TRAFFIC**

7.0 Transport and Termination of Other Types of Traffic.

7.1 Information Services Traffic.

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party (“**Originating Party**”) on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party (“**Terminating Party**”) to whose information platform the Information Services Traffic terminated.

7.1.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 The Originating Party will have no obligation to bill and collect the Information Services Provider's charges from Originating Party's customers unless a separate billing and collection agreement is signed with either the Terminating Party or Information Services Provider.

7.1.5. Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth in the **Pricing Schedule**; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic.

7.2.1 Busy Line Verification (“**BLV**”) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2.2 Busy Line Verification Interrupt (“**BLVI**”) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth in the Pricing Schedule.

7.2.5 CLEC may provide its own Operator Services, including BLV/BLVI or use the Operator Services of SBC-AMERITECH or a third party vendor.

7.3 Transit Service.

7.3.1 The Transit Rate element applies when one Party sends Local or IntraLATA Toll traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in the Pricing Schedule.

7.3.2 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will pay the transiting Party any lawful charges that any terminating third-party carrier imposes or

levies on the transiting Party for the delivery or termination of such traffic, provided that: (i) such charges are no greater than those that would be imposed or levied on, or incurred by, the transiting Party if such traffic were originated by the transiting Party rather than the other Party, (ii) the transiting Party provides to the originating Party data supporting the transiting Party's belief that the originating Party is responsible for the third party charges, and (iii) the transiting Party provides the originating Party with notice of such proposed charges and the opportunity to contest such charges with the third-party carrier prior to making payment. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

7.3.3 Subject to **Section 7.3.5** below, CLEC shall not bill SBC-AMERITECH for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-AMERITECH is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC-AMERITECH that unidentified transit traffic volume has become significant, SBC-AMERITECH agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

7.3.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.

7.3.4 Consistent with the requirements of **Article XXVII** of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. Where available, each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call.

7.3.5 Where the Parties are performing a transiting function as defined in **Section 7.3.1** above and CLEC is an SBC-AMERITECH LSNE user, the transiting Party will pass the original and true CPN if it is received from the originating carrier. The transiting Party will also provide records in accordance with **Article XXVII**, including providing the OCN of the originating third party carrier to the terminating Party. In the event that the originating OCN is not included in the records provided to CLEC from SBC-AMERITECH, SBC-AMERITECH will be billed for termination of calls on a default basis.

7.3.6 Meet-Point Billing compensation arrangements are as described in **Article XXVII**.

7.3.7 The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by ILEC and billing

functions. SBC-AMERITECH agrees to ensure that CLEC receives, in accordance with the record transfer provisions of **Article XXVII** of this Agreement, equivalent information on all calls that are originated by any other LEC, CLC or CMRS provider with which SBC-AMERITECH interconnects and which are subsequently terminated to CLEC.

7.3.8 CLEC may, in its sole discretion, offer Transit Traffic services to SBC-AMERITECH or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic services provided by SBC-AMERITECH.

7.4 In the case of Switched Access services provided through either Party's Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party's tandems.