

TRANSIT TRAFFIC SERVICE ATTACHMENT

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TRANSIT TRAFFIC SERVICE ATTACHMENT

1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment ("Attachment") sets forth the rates, terms and conditions of AT&T-13STATE's Transit Traffic Service as a Transit Service Provider. AT&T-13STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Trans National Communications International, Inc. ("CARRIER") to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-13STATE's provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECS) (*i.e.*, carriers that interconnect with AT&T-13STATE's network but operate and/or provide Telecommunications Services outside of AT&T-13STATE's incumbent local exchange area).

2. DEFINITIONS

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from CARRIER's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**Central Office Switch**" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "**Calling Party Number**" or "**CPN**" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "**Connecticut Transit Traffic Service**" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service whereby AT&T CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic, carrying out the terms and conditions herein.
- 2.5 "**End Office**" or "**End Office Switch**" is an AT&T-13STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.6 "**Exchange Service**" means Telephone Exchange Service as defined in the Act.
- 2.7 "**ISP-Bound Traffic**" is defined as traffic exchanged between CARRIER's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from CARRIER's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T-13STATE exchange area; or
 - (ii) originates from CARRIER's end-users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T-13STATE Exchanges or within an AT&T-13STATE exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T-13STATE's tariff, (*e.g.*, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.8 "**IntraLATA Toll Traffic**" is defined as traffic exchanged between CARRIER's end users and the end users of a Third Party Terminating Carrier which subtends an AT&T-13STATE Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party

Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CARRIER's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the AT&T-13STATE local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

- 2.9 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular local calling area.
- 2.10 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.11 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 2.13 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.14 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Agreement, (i) Section 251(b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CARRIER where [CARRIER is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- For Section 251(b)(5) Traffic exchanged between CARRIER's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.15 "Tandem" or "Tandem Switch" is an AT&T-13STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.16 "Third Party Originating Carrier" means a Telecommunications Carrier (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-13STATE's network and is delivered to CARRIER.
- 2.17 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CARRIER uses AT&T-13STATE's Transit Traffic Service (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).
- 2.18 "Transit Service Provider" means AT&T-13STATE when providing its Transit Traffic Service.
- 2.19 "Transit Traffic" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.20 "Transit Traffic Service" is an optional non 251/252 switching and intermediate transport service provided by AT&T-13STATE to CARRIER where CARRIER is directly interconnected with an AT&T-13STATE Tandem. AT&T-13STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating

Carrier and is routed utilizing an AT&T-13STATE Tandem Switch where an AT&T-13STATE end user is neither the originating nor the terminating party.

- 2.21 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CARRIER network with AT&T-13STATE's network for the purpose of interconnection pursuant to the Act.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will provide CARRIER with AT&T-13STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-13STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on CARRIER's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T-13STATE end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network. CARRIER agrees to compensate AT&T-13STATE for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Transit Traffic Service Appendix Pricing, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.

Connecticut Transit Traffic Service

- 3.5 AT&T CONNECTICUT will make its Connecticut Transit Traffic Service available to CARRIER for the purpose of completing CARRIER Transit Traffic calls as defined in Sections 2.19 through 2.20 above, and upon the terms and conditions set forth herein. In doing so, AT&T CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic as defined in Section 2.19 above.
- 3.5.1 In AT&T CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Local and IntraLATA Toll traffic to a Third Party Terminating Carrier network through AT&T CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an AT&T CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing.
- 3.5.2 As part of AT&T CONNECTICUT's Connecticut Transit Traffic Service, AT&T CONNECTICUT will be solely responsible for compensating the Third Party Terminating Carrier for CARRIER's Transit Traffic that is terminated on a Third Party Terminating Carrier's network.
- 3.5.2.1 CARRIER shall bill AT&T CONNECTICUT for terminating Transit Traffic originated by other LECs or CLECs in accordance with the provisions of this Attachment applicable to AT&T CONNECTICUT originated Transit Traffic.
- 3.5.3 CARRIER shall issue ASRs for dedicated one-way Connecticut Transit Traffic Service trunk groups in AT&T CONNECTICUT.
- 3.5.3.1 One-way Trunk Groups for Transit Traffic Service in AT&T CONNECTICUT, (Connecticut Transit Traffic trunk groups) can be established between CARRIER's switch and an AT&T CONNECTICUT's Tandem. CARRIER is financially responsible for the transport facility cost. These Trunk Groups will utilize Signaling System 7 (SS7) signaling protocol.
- 3.6 The rates that AT&T-12STATE shall charge CARRIER for the Transit Traffic Service is outlined in Section 6.0, below and attached Transit Traffic Service Transit Traffic Service Appendix Pricing.

Carrier Originating

- 3.7 CARRIER has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-12STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-12STATE have any liability to CARRIER or any Third Party if CARRIER fails to enter into such traffic compensation arrangements. In the event CARRIER originates traffic that transits AT&T-12STATE's network to reach a Third Party Terminating Carrier with whom CARRIER does not have a traffic compensation arrangement, then CARRIER will indemnify, defend and hold harmless AT&T-12STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-12STATE will bill their respective charges directly to CARRIER. AT&T-12STATE will not be required to function as a billing intermediary, *e.g.* clearinghouse. Under no circumstances will AT&T-12STATE be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.8 In the event CARRIER originates Transit Traffic destined for a Third Party Terminating Carrier with which CARRIER does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-12STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-12STATE has delivered, CARRIER will indemnify AT&T-12STATE for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-12STATE agrees to allow CARRIER to participate as a party.
- 3.9 CARRIER will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-13STATE. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-13STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CARRIER agrees to cooperate to investigate and take corrective action. If CARRIER is passing CPN but AT&T-13STATE is not properly receiving information, CARRIER will work cooperatively to correct the problem. If the CPN is not received from the CARRIER, AT&T-13STATE can not forward the CPN and CARRIER will indemnify, defend and hold harmless AT&T-13STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-13STATE's network to have CPN.
- 3.10 CARRIER, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T-12STATE may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

Carrier Terminating

- 3.11 CARRIER shall not charge AT&T-12STATE when AT&T-12STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CARRIER.
- 3.12 When AT&T-13STATE, operating as a Transit Service Provider, routes Transit Traffic to CARRIER from a Third Party Originating Carrier, AT&T-13STATE agrees to pass the originating CPN information to CARRIER as provided by the Third Party Originating Carrier.
- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CARRIER from AT&T-13STATE serving as the Transit Traffic Provider. Where AT&T-13STATE is providing a Transit Traffic Service, AT&T-13STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-13STATE can not forward the CPN; therefore, CARRIER will indemnify, defend and hold harmless AT&T-13STATE from any Losses according to Section 3.7 above. If AT&T-13STATE or CARRIER identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CARRIER agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-13STATE or CARRIER is not properly receiving information, CARRIER will work cooperatively to correct the problem.

- 3.14 CARRIER agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-12STATE, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC ROUTING

- 4.1 Where AT&T-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via AT&T-12STATE's Local Tandem Switches, but not at or through any AT&T-12STATE Access Tandem Switches.
- 4.2 Where AT&T-12STATE has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via the appropriate AT&T-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.3 Where AT&T-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via AT&T-12STATE's Access Tandem Switches, but not at or through any AT&T-12STATE Local Tandem Switches.
- 4.4 Where AT&T-12STATE has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via the appropriate AT&T-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.5 Upon written notification from AT&T-13STATE of misrouting of Transit Traffic by CARRIER as identified above, CARRIER will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.6 Facilities and trunking pursuant to CARRIER's Interconnection Trunking Requirements (Appendix ITR) to the interconnection agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic from CARRIER through the AT&T-13STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T-13STATE written request, CARRIER shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CARRIER shall route Transit Traffic via AT&T-13STATE's Tandem switches, and not at or through any AT&T-13STATE End Offices. Once this trunk group has been established, CARRIER agrees to cease routing Transit Traffic through the AT&T-13STATE Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-12STATE's tandem switch where an AT&T-12STATE end user is neither the originating nor the terminating party. CARRIER agrees to compensate AT&T-12STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.
- 6.2 Rate Elements - the following rate elements apply, (the corresponding rates are specified in Appendix Pricing, attached hereto):
- 6.2.1 Tandem Switching - compensation for the use of tandem switching.

- 6.2.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 6.3 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.
- 6.4 In AT&T CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Transit Traffic to a Third Party Terminating Carrier network through AT&T CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an AT&T CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing, attached hereto.

7. EFFECTIVE DATE; TERM

- 7.1 Notwithstanding anything to the contrary, this Transit Traffic Service Appendix shall become effective as of the date of the latter of: (1) the effective date(s) of individual interconnection agreement(s), entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and CARRIER, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the effective date of a non 251/252 agreement incorporating this Transit Traffic Service Appendix. The terms of this Transit Traffic Service Appendix shall expire upon the date of the earlier of: (1) the date of the expiration of each individual interconnection agreement, entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and CARRIER, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the date of termination of a non 251/252 agreement incorporating this Transit Traffic Service Appendix.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 In entering into this Agreement, this Attachment, and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement, and/or this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement or this Attachment, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement or this Attachment. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 8.2 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.