

TO-2005-0336

**MCPHEE DIRECT
SCHEDULE JSM-1**

Transit Traffic Service Attachment

1. Introduction

- 1.1 This Transit Traffic Service Attachment (“Attachment”) sets forth the rates, terms and conditions of SBC-13STATE’s Transit Traffic Service as a Transit Service Provider. SBC-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 CARRIER (“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 SBC-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 SBC-13STATE’s network but operate and/or provide Telecommunications Services outside of SBC-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 SBC 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 SBC-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 SBC-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 SBC-13STATE Exchanges or within an SBC-13STATE exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in SBC-

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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 SBC-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 SBC-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 SBC-13STATE where SBC-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 SBC-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 SBC-13STATE's network and is delivered to CARRIER.

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- 2.17 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when CARRIER uses SBC-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 SBC-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 SBC-13STATE to CARRIER where CARRIER is directly interconnected with an SBC-13STATE Tandem. SBC-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 SBC-13STATE Tandem Switch where an SBC-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 SBC-13STATE’s network for the purpose of interconnection pursuant to the Act.

3. Responsibilities of the Parties

- 3.1 SBC-13STATE will provide CARRIER with SBC-13STATE’s Transit Traffic Service to all Third Party Terminating Carriers with whom SBC-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 SBC-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 SBC-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 SBC 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, SBC CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic as defined in Section 2.19 above.
- 3.5.1 In SBC CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Local and IntraLATA Toll traffic to a Third Party Terminating Carrier network through SBC

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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 SBC CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing.

3.5.2 As part of SBC CONNECTICUT's Connecticut Transit Traffic Service, SBC 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 SBC CONNECTICUT for terminating Transit Traffic originated by other LECs or CLECs in accordance with the provisions of this Attachment applicable to SBC CONNECTICUT originated Transit Traffic.

3.5.3 CARRIER shall issue ASRs for dedicated one-way Connecticut Transit Traffic Service trunk groups in SBC CONNECTICUT.

3.5.3.1 One-way Trunk Groups for Transit Traffic Service in SBC CONNECTICUT, (Connecticut Transit Traffic trunk groups) can be established between CARRIER's switch and an SBC 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 SBC-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 SBC-12STATE for transiting to such Third Party Terminating Carriers. In no event will SBC-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 SBC-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 SBC-12STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and SBC-12STATE will bill their respective charges directly to CARRIER. SBC-12STATE will not be required to function as a billing intermediary, *e.g.* clearinghouse. Under no circumstances will SBC-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 SBC-12STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic SBC-12STATE has delivered, CARRIER will indemnify SBC-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, SBC-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 SBC-13STATE. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If SBC-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

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agrees to cooperate to investigate and take corrective action. If CARRIER is passing CPN but SBC-13STATE is not properly receiving information, CARRIER will work cooperatively to correct the problem. If the CPN is not received from the CARRIER, SBC-13STATE can not forward the CPN and CARRIER will indemnify, defend and hold harmless SBC-13STATE from any and all Losses arising out of the failure of any traffic transiting SBC-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. SBC-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 SBC-12STATE when SBC-12STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CARRIER.
- 3.12 When SBC-13STATE, operating as a Transit Service Provider, routes Transit Traffic to CARRIER from a Third Party Originating Carrier, SBC-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 SBC-13STATE serving as the Transit Traffic Provider. Where SBC-13STATE is providing a Transit Traffic Service, SBC-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, SBC-13STATE can not forward the CPN; therefore, CARRIER will indemnify, defend and hold harmless SBC-13STATE from any Losses according to Section 3.7 above. If SBC-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 SBC-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. SBC-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 SBC-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 SBC-12STATE's Transit Traffic Service will be routed via SBC-12STATE's Local Tandem Switches, but not at or through any SBC-12STATE Access Tandem Switches.
- 4.2 Where SBC-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 SBC-12STATE's Transit Traffic Service will be routed via the appropriate SBC-12STATE Local/IntraLATA Tandem Switch or Local /Access Tandem Switch.
- 4.3 Where SBC-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 SBC-12STATE's Transit Traffic Service will be routed via SBC-12STATE's Access Tandem Switches, but not at or through any SBC-12STATE Local Tandem Switches.

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4.4 Where SBC-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 SBC-12STATE's Transit Traffic Service will be routed via the appropriate SBC-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.

4.5 Upon written notification from SBC-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 SBC-13STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon SBC-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 SBC-13STATE's Tandem switches, and not at or through any SBC-13STATE End Offices. Once this trunk group has been established, CARRIER agrees to cease routing Transit Traffic through the SBC-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 SBC-12STATE's tandem switch where an SBC-12STATE end user is neither the originating nor the terminating party. CARRIER agrees to compensate SBC-12STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

6.1.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for SBC MISSOURI.

6.2 In SBC CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Transit Traffic to a Third Party Terminating Carrier network through SBC 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 SBC CONNECTICUT end user. The

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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 SBC-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 SBC-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.

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TRANSIT TRAFFIC SERVICE APPENDIX PRICING – MISSOURI

Missouri

1.0 Transit rates will be determined on a monthly basis depending on the monthly volume of Transit Traffic originated by CLEC utilizing SBC’s Transit Traffic Service. Monthly volumes will be determined on a statewide minute of use basis.

1.1 When CLEC’s Transit Traffic is 13,000,000 minutes of use or less in a single month, the rate for all Transit Traffic originated by CLEC for that month will be:

| | |
|--|-----------------------------|
| Transiting Zone 1 (Urban, STL, KS) | \$.001712 per minute of use |
| Transiting Zone 2 (Suburban) | \$.001844 per minute of use |
| Transiting Zone 3 (Rural) | \$.001918 per minute of use |
| Transiting Zone 4 (Suburban Springfield) | \$.001679 per minute of use |

1.2 When CLEC’s Transit Traffic is greater than 13,000,000 minutes of use in a single month, the rate for all Transit Traffic originated by CLEC for that month will be:

| | |
|--|-----------------------------|
| Transiting Zone 1 (Urban, STL, KS) | \$.002226 per minute of use |
| Transiting Zone 2 (Suburban) | \$.002397 per minute of use |
| Transiting Zone 3 (Rural) | \$.002493 per minute of use |
| Transiting Zone 4 (Suburban Springfield) | \$.002183 per minute of use |

2.0 In the event that SBC cannot mechanically bill on a monthly basis the appropriate rate based on the Transit Traffic volumes originated by CLEC in Sections 1.1 through 1.2 above, SBC will bill on a monthly basis the transit rates listed in 1.1 above and will true up amounts, if any, on a quarterly basis based on actual Transit Traffic minutes per month for each month of the prior quarter.