

A16. LOCAL TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

CONTENTS

A16.1	Transit Traffic Service	1	
A16.1.1	Terms and Definitions	1	
A16.1.2	<i>Terms and Conditions</i>	1	(T)
A16.1.3	Rates and Charges	2	
A16.2	Exchange of Traffic with Platform Providers	3	
A16.2.1	Terms and Definitions	3	
A16.2.2	<i>Terms and Conditions</i>	3	(T)

A16. LOCAL TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

A16.1 Transit Traffic Service

A16.1.1 Terms and Definitions

- A. Facility Based Telecommunications Service Provider – A Telecommunications Service Provider that utilizes its own switches or switches leased from another Telecommunications Service Provider to offer local exchange and exchange access services to its end users.
- B. ISP-bound Traffic – Calls to an information service provider or internet service provider that are dialed by a caller in one exchange, using a local dialing pattern (7 or 10 digit), for delivery to an ISP server or modem.
- C. Local Traffic –
 1. For landline-to-landline traffic, Local Traffic is any intraLATA circuit switched call transiting BellSouth's network that originates from and terminates to other Telecommunications Service Providers, and for which BellSouth does not collect toll charges or access charges, either directly or indirectly, as the intraLATA toll provider for the end user.
 2. For wireless-to-wireless traffic, landline-to-wireless traffic, and wireless-to-landline traffic, Local Traffic is any circuit switched call transiting BellSouth's network that originates from and terminates to other Telecommunications Service Providers within the same Major Trading Area (MTA), subject to BellSouth's LATA restrictions.
- D. Local Telecommunications Service Provider – A provider of local exchange and/or exchange access telecommunications service who is legally certified to provide service within the state of Alabama or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service (CMRS). For purposes of this Section A16, the term Telecommunications Service Provider does not include BellSouth. Also, all references in this Section A16 to Telecommunications Service Providers or Facility Based Telecommunications Service Providers apply to Local Telecommunications Service Providers only.
- E. Transit Traffic – Local Traffic or ISP-bound Traffic originating on one Facility Based Telecommunications Service Provider's network that is switched and transported by BellSouth and delivered to another Facility Based Telecommunications Service Provider's network for termination.
- F. Transit Traffic Service – BellSouth's provision of the functions necessary to allow a Facility Based Telecommunications Service Provider to send and receive Transit Traffic.

A16.1.2 Terms and Conditions

- A. This **guidebook** provides the rates, terms and conditions for BellSouth's provision of Transit Traffic Service. Pursuant to this **guidebook**, charges for Transit Traffic Service shall apply only to those Facility Based Telecommunications Service Providers that either do not have an interconnection agreement with BellSouth specifically addressing Transit Traffic Service or to those specific Telecommunications Service Providers whose interconnection agreement with BellSouth does not contain a Tandem Intermediary Charge (TIC) or similar charge. If a Telecommunications Service Provider has an expired agreement providing for payment for Transit Traffic Service and is engaged in ongoing negotiation or arbitration for a new agreement and if the former agreement provides for continuing applications during that period, then the charges for Transit Traffic in this **guidebook** shall not be applied. (T)
- B. If a separate agreement between BellSouth and the originating Facility Based Telecommunications Service Provider specifically addresses Transit Traffic, including a TIC or similar charge for Transit Traffic, then the rates, terms and conditions contained in that separate agreement will apply in lieu of this **guidebook**. If such separate agreement is limited to certain types of traffic or Telecommunications Service Providers, then the separate agreement will apply to those traffic types or Telecommunications Service Providers, and this **guidebook** will apply to any traffic types and Telecommunications Service Providers not covered under the separate agreement. (T)
- C. BellSouth offers Transit Traffic Service only for Transit Traffic that is intended to terminate to a Facility Based Telecommunications Service Provider whose network is directly or indirectly interconnected with BellSouth's network. Where BellSouth provides Transit Traffic Service to a Facility Based Telecommunications Service Provider, BellSouth is not liable or responsible for payment to the terminating Telecommunications Service Provider. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing BellSouth's Transit Traffic Service, the originating Telecommunications Service Providers are committing to establishing traffic exchange agreements or other appropriate agreements to address compensation with terminating Telecommunications Service Providers.
- D. BellSouth, as the tandem switching provider for Transit Traffic, will generate and deliver to the terminating Telecommunications Service Provider industry standard call detail records, where available, for its use in billing the originating Telecommunications Service Provider for the termination of Transit Traffic. Notwithstanding the foregoing, the unavailability of such call detail records does not relieve the originating Telecommunications Service Provider of its obligation to pay the charges for Transit Traffic Service as specified in this **guidebook**, nor does it create any liability to the terminating Telecommunications Service Provider on the part of BellSouth. BellSouth has no obligation to the terminating Telecommunications Service Provider for such traffic and will not compensate Telecommunications Service Providers for such terminating traffic. (T)

A16. LOCAL TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

A16.1 Transit Traffic Service (Cont'd)

A16.1.2 Terms and Conditions (Cont'd)

- E. Notwithstanding anything in A16.1.2.C. and D. preceding to the contrary, in the event that the terminating Telecommunications Service Provider imposes on BellSouth any charges or costs for the delivery of Transit Traffic, the originating Telecommunications Service Provider shall reimburse BellSouth for such charges or costs. (T)
- F. In those cases where (i) BellSouth provides Transit Traffic Services to a Telecommunications Service Provider pursuant to this *guidebook*, and (ii) where BellSouth also acts as a toll provider for the end users of such Telecommunications Service Provider for intraLATA toll traffic, as defined in such Telecommunications Service Provider’s applicable tariffs, and (iii) where BellSouth is unable to determine the actual split between a Telecommunications Service Providers' Local Traffic and ISP-bound Traffic delivered to BellSouth pursuant to this *guidebook*, and (iv) such Telecommunications Service Providers intraLATA toll traffic is delivered to BellSouth as an intraLATA toll provider, such Telecommunications Service Provider may elect one of two options for measuring Transit Traffic minutes of use for which charges are due pursuant to this *guidebook*. (T)
 - 1. The originating Telecommunications Service Provider shall utilize its originating switch recordings to compensate BellSouth based upon actual Transit Traffic minutes of use (“Actual Measurements”). Telecommunications Service Providers electing to utilize Actual Measurements shall provide a monthly report to BellSouth reflecting actual Transit Traffic minutes of use, along with payment on a per minute of use basis at the applicable rate set forth in A16.1.3 following, within sixty (60) days of the date of usage.
 - 2. In lieu of Actual Measurements, the originating Telecommunications Service Provider shall provide to BellSouth a percent Local Traffic/ISP-bound Traffic transit usage factor (PLTU) estimating the percentage of total minutes of use delivered to BellSouth that constitutes Transit Traffic (“Estimated Measurements”). The PLTU must be provided to BellSouth in writing within thirty (30) days of the effective date hereof, or within thirty (30) days of delivering Transit Traffic to BellSouth. In the event the originating Telecommunications Service Provider fails to provide a PLTU to BellSouth during this timeframe, BellSouth will assign a PLTU to be used until a PLTU is provided. To the extent a PLTU is provided after the default PLTU has taken effect, the PLTU provided by the Telecommunications Service Provider shall be applied on a prospective basis only. The PLTU shall be updated annually, or sooner in the event of a change in Local Traffic and ISP-bound Traffic volume.
 - 3. BellSouth reserves the right to contest the accuracy of both the Actual Measurements and Estimated Measurements provided by Telecommunications Service Providers and may conduct audits or internal studies for verification.
 - 4. In the event a dispute arises regarding Actual Measurements or Estimated Measurements, BellSouth will continue to bill based upon information provided by the Telecommunications Service Provider or utilizing the assigned PLTU until the dispute is resolved.
 - 5. If BellSouth and the Telecommunications Service Provider are unable to successfully negotiate a resolution to the dispute within thirty (30) days of notice of the existence of a dispute, the aggrieved Party shall seek dispute resolution with the appropriate governing body. (T)
 - 6. Once the dispute is resolved, the parties shall utilize the resulting Actual Measurements or Estimated Measurements on a going forward basis. The parties shall negotiate a true up of any billing inaccuracies occasioned by application of such measurement on a retroactive basis.
- G. Charges shall be billed to the originating Telecommunications Service Provider and shall be payable under the terms of A2.4. (T)

A16.1.3 Rates and Charges

	Charge	USOC
(a) Transit Traffic Service, per MOU	\$0.003	NA

A16. LOCAL TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

A16.2 Exchange of Traffic with Platform Providers

A16.2.1 Terms and Definitions

Terms not specifically defined below shall have the meaning set forth in A16.1.1 preceding.

- A. Platform Provider – A Telecommunications Service Provider that utilizes BellSouth’s switching, with or without other network components, to offer local exchange and exchange access services to its end users.
- B. Platform Traffic – Local or ISP-bound Traffic (1) originating on a Facility Based Telecommunications Service Provider’s network and terminating to a Platform Provider; (2) originating from a Platform Provider and terminating on a Facility Based Telecommunications Service Provider’s network; or (3) originating from one Platform Provider and terminating to another Platform Provider.
- C. Platform Traffic Service – BellSouth’s provision of services necessary to allow for the exchange of Platform Traffic.

A16.2.2 Terms and Conditions

- A. This service provides for the exchange of traffic with Platform Providers utilizing BellSouth switching. (T)
- B. If traffic to or from Platform Providers is specifically addressed in a separate agreement between BellSouth and the originating Telecommunications Service Provider or Platform Provider, then the rates, terms and conditions contained in that separate agreement will apply in lieu of this *guidebook*. If such separate agreement is limited to certain types of traffic or Telecommunications Service Providers, then the separate agreement will apply to those specific traffic types or Telecommunications Service Providers, and this *guidebook* will apply to any traffic types and Telecommunications Service Providers not covered under the separate agreement. (T)
- C. Where BellSouth provides Platform Traffic Service, BellSouth is not liable or responsible for payment to the terminating Telecommunications Service Provider. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing BellSouth’s Platform Traffic Service, the originating Telecommunications Service Providers are committing to establishing traffic exchange agreements or other appropriate agreements to address compensation with the terminating Telecommunications Service Providers.
- D. For traffic originating from a Platform Provider, BellSouth will generate and provide to the terminating Telecommunications Service Provider reports of such Platform Traffic. The terminating Telecommunications Service Provider can bill such originating Platform Provider under the terms of the traffic exchange agreement or other appropriate agreement that the originating and terminating Telecommunications Service Providers have entered into. BellSouth shall not be liable to the originating or terminating Telecommunications Service Provider for any compensation or other costs associated with Platform Traffic.
- E. Platform Traffic Service and all reports provided in association therewith are available from BellSouth at no additional charge to the originating or terminating Telecommunications Service Provider.