

## A36. TRANSIT TRAFFIC SERVICE

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## A36. TRANSIT TRAFFIC SERVICE

### A36.1 Transit Traffic Service

#### A36.1.1 Definitions

- A. Telecommunications Service Provider - a provider of local and/or access telecommunications service who is legally certified to provide service within the state of Tennessee, or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service (CMRS). For purposes of this *guidebook*, this definition includes, but is not limited to, CMRS providers, Competitive Local Exchange Carriers (CLECs) and Independent Telephone Companies (ICOs). (T)
- B. Transit Traffic – Local Traffic originating on one Telecommunications Service Provider’s network that is delivered by *the Company* to a different Telecommunications Service Provider’s network for termination. (T)
- C. Transit Traffic Service – *The Company’s* provision of the functions to allow a Telecommunications Service Provider to send and receive Transit Traffic. (T)
- D. Local Traffic – for purposes of this *guidebook*; (T)
  1. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit switched call transiting *the Company’s* network that originates from and terminates to carriers other than *the Company*, and for which *the Company* does not collect toll charges or access charges, either directly or indirectly, as the intraLATA toll provider for the end user. This traffic includes ICO-to-ICO traffic, CLEC-to-ICO traffic, ICO-to-CLEC traffic, and CLEC-to-CLEC traffic; or (T)
  2. For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-wireline traffic, Local Traffic is any circuit switched call originating from and terminating to carriers other than *the Company* and transiting *the Company’s* network that originates and terminates within the same Major Trading Area (MTA), subject to *the Company’s* LATA restrictions. An MTA is the largest FCC-authorized wireless license territory which serves as the definition of local service area for CMRS traffic as defined in 47 C.F.R 24.202(a). This traffic includes, but is not limited to, CMRS-to-CMRS, CMRS-to-ICO, ICO-to-CMRS, CLEC-to-CMRS and CMRS-to-CLEC calls. (T)

#### A36.1.2 Terms and Conditions

- A. This *guidebook* provides the rates, terms and conditions for *the Company’s* provision of Transit Traffic Service pursuant to this *guidebook*. Charges for Transit Traffic Service in this *guidebook* shall apply only to those Telecommunications Service Providers that do not have an interconnection agreement with *the Company*, providing for payment for transit traffic service for any particular type of Transit Traffic as described in *paragraph* A36.1.2.B. Charges for Transit Traffic Service in this *guidebook* shall not be applied to any carrier who has an expired interconnection agreement providing for payment for transit traffic service if the carrier is engaged in ongoing negotiation or arbitration for a new interconnection and the former agreement provides for continuing application during that period. (T)
- B. If Transit Traffic is specifically addressed in a separate agreement between *the Company* and the originating Telecommunications Service 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 carriers, then the separate agreement will apply to those traffic types or carriers, and this *guidebook* will continue to apply to any traffic types and carriers not covered under the separate agreement. (T)
- C. *The Company* offers Transit Traffic Service only for Transit Traffic that is intended to terminate to a Telecommunications Service Provider whose network is directly interconnected with *the Company’s* network. Where *the Company* accepts Transit Traffic from a Telecommunications Service Provider, *the Company* is not liable or responsible for payment to the terminating carrier. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing *the Company’s* Transit Traffic Service for the delivery of Transit Traffic, the originating Telecommunications Service Provider is committing to establishing a traffic exchange agreement or other appropriate agreement to address compensation between the originating Telecommunication Service Provider and the terminating carrier(s). (T)
- D. Notwithstanding anything in *paragraph* C to the contrary, in the event that the terminating Telecommunications Service Provider imposes on *the Company* any charges or costs for the delivery of Transit Traffic, the originating Telecommunications Service Provider utilizing *the Company’s* Transit Traffic Services pursuant to this *guidebook* shall reimburse *the Company* for such charges or costs. (T)
- E. *The Company*, 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, 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 *the Company*. (T)

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**A36.1 Transit Traffic Service (Cont'd)**

**A36.1.2 Terms and Conditions (Cont'd)**

- F. Telecommunications Service Providers originating Transit Traffic may elect one of two options for measuring Transit Traffic minutes of use for which charges are due. (T)
  - 1. The originating Telecommunications Service Provider shall utilize its originating switch recordings to compensate *the Company* based upon actual Transit Traffic minutes of use (“Actual Measurements”). Telecommunications Service Providers electing to utilize Actual Measurements shall provide a monthly report to *the Company* reflecting actual Transit Traffic minutes of use, along with payment on a per minute of use basis at the applicable rate set forth in Section A36.1.3, within sixty days of the date of usage. (T)
  - 2. In lieu of Actual Measurements, the originating Telecommunications Service Provider shall provide to *the Company* a percent local usage factor (PLU) estimating the percentage of total minutes of use delivered to *the Company* that constitutes Transit Traffic (“Estimated Measurements”). The PLU must be provided to *the Company* in writing within 30 days of the effective date hereof, or within 30 days of delivering Transit Traffic to *the Company*. In the event the originating Telecommunications Service Provider fails to provide a PLU to *the Company* during this timeframe, *the Company* will assign a PLU to be used until a PLU is provided. To the extent a PLU is provided after the default PLU has taken effect, the PLU provided by the Telecommunications Service Provider shall be applied on a prospective basis only. The PLU shall be updated annually, or sooner in the event of a change in Local Traffic volume. (T)
- G. *The Company* 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. (T)
- H. In the event a dispute arises regarding Actual Measurements or Estimated Measurements, *the Company* will continue to bill based upon information provided by the Telecommunications Service Provider or utilizing the assigned PLU until the dispute is resolved. (T)
- I. If *the Company* and the Telecommunications Service Provider are unable to successfully negotiate a resolution to the dispute within 30 days of notice of the existence of a dispute, the aggrieved Party shall seek dispute resolution with the appropriate governing body. (T)
- J. 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.
- K. Charges shall be billed to the originating Telecommunications Service Provider and shall be payable under the terms of A2.4. (T)

**A36.1.3 Rates and Charges**

The rate for Transit Traffic Service is set forth below:

	<b>Charge</b>	<b>USOC</b>	
(a) <b>(DELETED)</b>			(D)
(b) Transit Traffic Service, per MOU on and after 1/1/2006	<b>\$0.006</b>	<b>NA</b>	