

**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for	)	DOCKET UT-093035
Arbitration of an Interconnection	)	
Agreement Between	)	
	)	ORDER 10
NORTH COUNTY	)	
COMMUNICATIONS	)	
CORPORATION OF WASHINGTON	)	ARBITRATOR'S REPORT
	)	AND DECISION
and	)	
	)	
QWEST CORPORATION	)	
	)	
Pursuant to 47 U.S.C. Section 252(b).	)	
.....	)	

1 **SYNOPSIS.** *In this Order, the Arbitrator concludes that Qwest may reasonably limit North County to one-way terminating-only traffic if North County continues to rely on multi-frequency (MF) switching technology that cannot provide Qwest with adequate bill reliability and verification information. The Arbitrator further concludes that the Relative Use Factor (RUF) language contained in the existing Interconnection Agreement is legally sufficient and need not be modified at this time. In sum, the Arbitrator adopts the majority of Qwest's proposed language to update the existing Interconnection Agreement between the parties.*

**I. INTRODUCTION**

2 **NATURE OF PROCEEDING.** On August 3, 2009, Qwest Corporation (Qwest) filed with the Washington Utilities and Transportation Commission (Commission) a request for arbitration pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996, Public Law No. 104-104, 101 Stat. 56 (1996) (Act). The petition was served on North County Communications Corporation of Washington (North County).

3 **APPEARANCES.** Lisa A. Anderl, Associate General Counsel, Seattle, Washington, represents Qwest. Anthony McNamer, McNamer and Company, Portland, Oregon, and Joseph G. Dicks, Dicks & Workman, San Diego, California, represent North County.

4 **ISSUES PRESENTED.** Qwest wishes to negotiate a successor interconnection agreement (ICA) with North County that would update and replace the currently effective ICA that has been in place since August 27, 1997. Qwest proposes new language to Sections 7.1.1, 7.2.1, and a new Section 7.8 (*see* Appendix A). North County contested the Commission's authority to arbitrate this dispute but the Commission rejected these arguments. *Order 06 and Order 09*. The issues presented for resolution during the course of this arbitration are as follows:

If North County continues to make use of multi-frequency (MF) signaling and does not choose to switch to SS7 signaling, should Qwest be permitted to limit network traffic to a one-way arrangement?

During the course of negotiations, North County also raised this issue:

Should the Relative Use Factor (RUF) language in the ICA be modified to reflect North County's assertion that Qwest currently originates 100 percent of actual network traffic?

5 Qwest presented proposed language in support of its petition to modify the existing ICA. North County did not present any proposed language in support of its position.

6 In this order, the Arbitrator resolves both issues in favor of Qwest, allowing Qwest to formally limit network traffic to a one-way arrangement until and unless North County adopts a more robust signaling technology and also declining to alter the existing RUF language in the ICA as suggested by North County.

7 **PROCEDURAL HISTORY.** The Commission held initial prehearing conferences in this docket at Olympia, Washington, on August 31, 2009, and October 20, 2009, before Administrative Law Judge (ALJ) Ann E. Rendahl. At that time, the parties continued to pursue settlement negotiations and requested additional time to reach agreement. *Order 02 and Order 03*. At a November 20, 2009, Status Conference, the parties reported their intent to finalize and file a negotiated ICA by December 15, 2009. *Order 04*. The parties continued their negotiations into February 2010.

8 On February 23, 2010, the Commission set a prehearing conference for March 9, 2010, and reassigned this docket to ALJ Adam E. Torem. At that conference,

rescheduled and held at the parties' request on March 8, 2010, Judge Torem adopted a procedural schedule and set the matter for hearing. *Order 05*.

9 In accordance with the procedural schedule, North County filed a Motion to Dismiss the docket for lack of subject matter jurisdiction. Judge Torem ultimately denied North County's motion and required North County to file its Answer to Qwest's petition. *Order 06* and *Order 07*.

10 The Commission held a hearing in this docket at Olympia, Washington, on July 13, 2010, before ALJ Torem. Each party presented witnesses for cross-examination: Renee Albersheim and Philip Linse testified for Qwest; Todd Lesser testified for North County.

11 The parties filed simultaneous post-hearing briefs on August 10, 2010. The parties agreed to extend the original deadline for the Arbitrator's Report and Decision to September 3, 2010. *Order 05*, ¶¶ 8-9. In order to allow the Commission to complete its administrative review of *Order 05* regarding jurisdiction over this matter, the parties subsequently agreed to a further extension of this date to October 15, 2010.

## II. MEMORANDUM

12 Qwest is an Incumbent Local Exchange Carrier (ILEC) and North County is a Competitive Local Exchange Carrier (CLEC). Qwest and North County currently rely on an ICA originally entered in August 1997. Qwest believes that the passing of more than a decade merits renegotiation of the ICA to better reflect current company products, processes, and improvements in signaling technology.<sup>1</sup>

### A. Telecommunications Network Signaling Technology

13 Network signaling is the network control information sent between network elements, such as between two switches, between a switch and a database, or between a service provider's network and an end user's network.<sup>2</sup> In the Public Switched Telephone

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<sup>1</sup> Petition for Arbitration, ¶¶ 10-12.

<sup>2</sup> Linse, Exh. PL-1T, at 3:12-20.

Network, the most common signaling technologies in use are known as Signaling System No. 7 (SS7) and Multi Frequency (MF).<sup>3</sup>

- 14 MF signaling makes use of audible analog codes to manage connections between telecommunications switches through use of “in-band” signaling.<sup>4</sup> SS7 signaling relies on digital code through “out-of-band” signaling, also known as “common channel signaling.”<sup>5</sup>

### **B. Relative Use Factor**

- 15 The term “relative use factor” (RUF) refers to the proportional use of network connections by each carrier connected to a telecommunications network. In the context of an ICA, the RUF allows each carrier to review traffic data and adjust intercarrier billing and compensation in accordance with its proportional use of network resources.<sup>6</sup>
- 16 The existing ICA between Qwest and North County establishes a methodology for calculating the RUF in Section 7.3.1 and references Exhibit H to the ICA.<sup>7</sup>

### **C. Synopsis of Party Positions**

- 17 Qwest believes that SS7 is more efficient than MF signaling and superior to MF for purposes of analyzing call data.<sup>8</sup> Qwest asserts that no other competitive local exchange carrier (CLEC) in Washington interconnects with Qwest using only MF

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<sup>3</sup> *Id.*, at 4:1-6.

<sup>4</sup> *Id.*, at 4:14 – 5:2; *see also* Exh. PL-2 (diagram B).

<sup>5</sup> *Id.*, at 4:7-13; *see also* Exh. PL-2 (diagram A).

<sup>6</sup> Albersheim, Exh. RA-1T, at 18:6-8.

<sup>7</sup> *See also* Exh. RA-8.

<sup>8</sup> Linse, Exh. PL-1T, at 5:9 – 7:13 and 8:10 – 10:6; *see also* Albersheim, Exh. RA-1T at 8:11 – 9:2 and Qwest Post-Hearing Brief at 6, ¶ 15.

signaling.<sup>9</sup> Further, Qwest argues that the existing ICA actually obligates North County to transition from MF to SS7 signaling.<sup>10</sup>

18 North County disagrees about the superiority of SS7 technology, asserting that MF signaling provides Qwest sufficient information to accurately track and bill calls made on North County's network connections with Qwest's system.<sup>11</sup> North County argues that it is a small company and based only on Qwest's preferences cannot afford to switch from MF to SS7 technology.<sup>12</sup>

19 Qwest responds that MF technology limits its ability to track and bill for calls made over its network unless those calls are segregated to MF trunk lines.<sup>13</sup> Qwest is not currently aware of North County routing network traffic to Qwest's end users, but Qwest believes that MF signaling could be used to mask any local calls originated by North County and routed to Qwest through another service provider.<sup>14</sup>

20 Qwest proposes to modify the existing ICA so as to allow North County to retain its MF signaling technology, but only upon formal recognition that network traffic is now in a one-way pattern from Qwest to North County. Qwest's proposed language would further specify that North County is not permitted to send traffic to Qwest's network on its own or through a third party.<sup>15</sup> Finally, Qwest proposes to cap the total number of minutes of use per in-service DS1 line each month.<sup>16</sup>

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<sup>9</sup> Qwest Post-Hearing Brief, at 2, ¶ 4, n. 1.

<sup>10</sup> *Id.*, at 7, ¶ 17, n. 19, citing to current ICA, Exhibit B-1, Section XXXIII.

<sup>11</sup> Lesser, Exh. TL-2T, at 3-6, 9, and at 18.

<sup>12</sup> *Id.*, at 6-7; *see also* North County Post-Hearing Brief, at 2.

<sup>13</sup> Qwest Post-Hearing Brief, at 6, ¶ 16, n. 18; *see also* Albersheim, Exh. RA-7RT, at 2:16 – 3:4.

<sup>14</sup> Linse, Exh. PL-3T, at 3:15 – 4:15.

<sup>15</sup> Qwest Post-Hearing Brief, at 7-8, ¶¶ 17-21.

<sup>16</sup> Qwest's proposed new language regarding this monthly cap is found in ¶ 7.8.1.2. In its initial filing, Qwest's language indicated a cap of 10,000 minutes per month. Prior to hearing, Qwest noted an error in its formula for calculating this figure and upwardly modified the proposed cap number to 240,000 minutes per month. *See* Albersheim, Exh. RA-1T, at 17:11-17.

21 With regard to calculation of the relative use factor (RUF), Qwest contends that the language contained in the ICA is sufficient.<sup>17</sup> North County did not submit any proposed language for altering the existing RUF arrangement in the ICA.

#### **D. Arbitrator's Decision**

22 In the modern telecommunications marketplace, local exchange competition has supplanted a single supplier environment for dial tone services. As competing carriers more frequently rely on usage-based mechanisms for termination of traffic, it is essential that carriers be able to confidently track and verify the source and other relevant call information needed to properly apply intercarrier compensation rates.

23 Despite the current industry's general migration to SS7 technology, the Commission need not resolve the dispute between the parties regarding the relative merits of MF and SS7 signaling technologies. Instead, we focus on each carrier's right to accurate and verifiable billing data for purposes of achieving proper and reliable intercarrier compensation. As explained below, the record generally supports Qwest's proposed language in Section 7 of a new ICA between the parties, with minor exceptions.

24 Qwest agrees that North County can continue to rely on MF technology, but only if traffic retains the one-way character essentially reflecting the current status quo between these parties. In order to alter that one-way arrangement, Qwest's proposed language would require North County to negotiate an amendment to the ICA specifying use of SS7 technology before it could begin originating traffic to send to Qwest for termination or passing to other telecommunications carriers. We find this preordained limitation troubling and refuse to adopt language that might hinder the parties in their future negotiations.

25 We are willing to adopt the bulk of Qwest's proposed language for paragraph 7.1.1. to the ICA, but only after striking the clause mandating future use of SS7 signaling.<sup>18</sup>

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<sup>17</sup> Albersheim, Exh. RA-7RT, at 7:5-14 and 8:1-4; *see also* Qwest Post-Hearing Brief at ¶¶ 29-30.

<sup>18</sup> As relevant here, we modify Qwest's proposed language as follows: The Parties agree that, should CLEC subsequently wish to originate traffic to send to Qwest for termination or passing of traffic to other Telecommunications Carriers, the Parties will mutually negotiate an amendment to

This modification to Qwest's proposed language maintains our focus on promoting accurate, supportable, and confirmable billing data for purposes of achieving proper and reliable intercarrier compensation and also avoids undue interference with private party negotiations.

26 The existing ICA does not permit North County to send traffic to Qwest through a third party.<sup>19</sup> However, at hearing, Mr. Lesser conceded that North County has used other carriers to route calls to Qwest.<sup>20</sup> Mr. Lesser explained that he reads the ICA to allow North County to route another carrier's traffic to Qwest if that other carrier has an ICA with Qwest that permits for reciprocal compensation.<sup>21</sup> We find North County's reading of the ICA as untenable. North County must cease and desist its practice, however limited, of routing third party calls to Qwest until it can negotiate a proper arrangement for this practice. Qwest's proposed language to reiterate and confirm the one-way nature of network traffic from Qwest to North County is entirely justified.

27 We also conclude that Qwest's proposed compensation cap of 240,000 monthly minutes over DS1 lines appears reasonable based on historical usage data between North County and Qwest.<sup>22</sup> Although we adopt Qwest's proposed language containing the cap at this level, we note Ms. Albersheim's testimony during the hearing that this limitation was subject to further negotiation if justified by increasing monthly traffic volumes.<sup>23</sup> North County certainly retains the right to seek an appropriate amendment to this cap if call volumes increase such that Qwest denies North County compensation for actual traffic exchanged. Further, Qwest is to clarify

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~~this Agreement which will also include requirements for use of SS7 signaling in the mutual exchange of traffic.~~

<sup>19</sup> Exh. B-1, Section V.A.

<sup>20</sup> TR. 249:7 – 251:11.

<sup>21</sup> *Id.*, at 254:1-19; *see also* Qwest Post-Hearing Brief at ¶ 11.

<sup>22</sup> *See* Exh. TL-8X, at data request NCC-1 querying "Explain the reasoning behind the proposed cap of 10,000 minutes per month for billable MF traffic?" and Qwest's response to this DR.

<sup>23</sup> TR. at 166:3-12; *see also* Qwest Post-Hearing Brief at 8, ¶ 21 and at 9, ¶ 23.

its proposed language for the new ICA at paragraph 7.8.1.2 to indicate that the cap will be applied on an average basis across all DS1 lines interconnected and in use between North County and Qwest.<sup>24</sup>

28 Finally, we note that the RUF was not originally in dispute when Qwest filed its petition for arbitration and North County did not provide sufficient testimony to create a record upon which the Commission could fully analyze this issue. North County did not submit proposed modifications to the ICA's existing language regarding RUF. In its post-hearing brief, North County recommends as follows:

The factor should be based on reality, and should operate to determine relative use, as its name suggests, this includes proper allocations of thing (sic) such as MUX fees.<sup>25</sup>

North County did not satisfactorily explain how deletion of VNXX traffic from the RUF calculation would comply with prior Commission orders regarding VNXX billing criteria. Therefore, we decline to craft new language regarding calculation of the relative use factor for the successor ICA.

### III. CONCLUSION

29 Qwest seeks to limit North County to a one-way interconnection arrangement until and unless North County can update its MF technology to SS7 signaling or otherwise ensure accurate and verifiable billing data is provided to Qwest. Qwest further seeks to impose a monthly cap on the number of minutes used for calculating billable minutes.<sup>26</sup> Finally, Qwest seeks to continue to exclude VNXX traffic from North County's bills to Qwest, particularly when calculating the Relative Use Factor (RUF), as is its practice with nearly six dozen other CLECs.

30 We find that all of Qwest's arguments to support its positions are reasonable and supported by evidence in the record, and we adopt the majority of Qwest's recommendations. We do not, however, endorse language that forces these parties to

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<sup>24</sup> See Qwest Post-Hearing Brief at 9, ¶ 23.

<sup>25</sup> North County's Post-Hearing Brief, at 3.

<sup>26</sup> The Commission understands this cap on monthly minutes to apply only to intercarrier compensation and that Qwest will not take action to block call traffic over its network.



select in advance the appropriate signaling technology to be adopted if North County wishes to originate traffic to or through Qwest. We also require Qwest to further clarify the implementation of the monthly cap on minutes per DS1 line.

31 Qwest carried its burden with regard to explaining the rationale for seeking to update and modify the language in the existing interconnection agreement. Therefore, we must find for Qwest and adopt its proposed language for the interconnection agreement as set out in Appendix A, subject to the modifications noted above and the provision that the clarification noted above be made regarding the cap on monthly DS1 minutes.

### **FINDINGS OF FACT**

32 Having discussed above in detail the evidence received in this proceeding concerning all material matters, and having stated findings and conclusions upon issues in dispute among the parties and the reasons therefore, the Commission now makes and enters the following summary of those facts, incorporating by reference pertinent portions of the preceding detailed findings:

33 (1) The Washington Utilities and Transportation Commission is an agency of the State of Washington, vested by statute with authority to regulate rates, rules, regulations, practices, and accounts of public service companies, including telecommunications companies. Federal law vests the Commission with the authority to arbitrate interconnection disputes between local exchange carriers.

34 (2) Qwest Corporation (Qwest) and North County Communications Corporation of Washington (North County) are “public service companies” and “telecommunications companies,” as those terms are defined in RCW 80.04.010 and as those terms otherwise are used in Title 80 RCW. Qwest and North County are engaged in the state of Washington in the business of supplying telecommunications services for hire, sale, or resale to the general public for compensation.

35 (3) Qwest and Embarq negotiated their original interconnection agreement in August 1997 and have not since modified that contract.

- 36 (4) On August 3, 2009, Qwest filed a Petition for Arbitration of an Interconnection Agreement with the Commission and timely served the Petition on North County.
- 37 (5) Qwest seeks to modify the existing interconnection agreement to confirm that North County does not and will not originate or otherwise send traffic to Qwest until North County changes from its reliance on older multi-frequency signaling to newer SS7 signaling technology.
- 38 (6) Qwest also seeks to modify the existing interconnection agreement's intercarrier compensation mechanisms to improve the parties' ability to accurately measure and account for the amount of traffic exchanged.

### **CONCLUSIONS OF LAW**

- 39 Having discussed above all matters material to this decision, and having stated detailed findings, conclusions, and the reasons therefore, the Commission now makes the following summary conclusions of law, incorporating by reference pertinent portions of the preceding detailed conclusions:
- 40 (1) The Washington Utilities and Transportation Commission has jurisdiction over the subject matter of, and parties to, these proceedings. *47 U.S.C. § 252(b); Title 80 RCW; and WAC 480-07-630.*
- 41 (2) North County should be required to provide Qwest with sufficient information to ensure reliability and verifiability for purposes of intercarrier compensation.
- 42 (3) Qwest Corporation's proposed language, as modified by the terms of this order, should be incorporated into the updated interconnection agreement (ICA) between these parties.
- 43 (4) The resolution of the parties' unresolved issue meets the requirements of Section 251 of the Telecommunications Act of 1996 and the regulations adopted by the Federal Communications Commission. *47 U.S.C. § 251 and Chapter 47 C.F.R., Part 51.*

- 44 (5) The Commission should retain jurisdiction over the subject matter and the parties to this proceeding to effectuate the terms of this Order. *Title 80 RCW.*

**ORDER**

**THE COMMISSION ORDERS:**

- 45 (1) The relief sought in Qwest Corporation's Petition for Arbitration of an Interconnection Agreement is granted: North County Communications Corporation of Washington may continue to use Multi Frequency signaling technology in accordance with the terms of Qwest's proposed language modifying the existing Interconnection Agreement, consistent with the terms of this order.
- 46 (2) Within thirty days after entry of this Order, the parties shall file with the Commission for approval a signed Interconnection Agreement containing Qwest Corporation's proposed language, and otherwise consistent with the terms of this Order.
- 47 (3) The Commission retains jurisdiction to effectuate the terms of this Order.

Dated at Olympia, Washington, and effective October 15, 2010.

**WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION**

**ADAM E. TOREM**  
Arbitrator / Administrative Law Judge

## APPENDIX A –QWEST’S PROPOSED ICA LANGUAGE<sup>27</sup>

### Section 7.0 – INTERCONNECTION

#### 7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), IntraLATA LEC Toll and Jointly Provided Switched Access traffic. Intercarrier traffic exchange ~~will~~ may be mutual and reciprocal and all traffic exchanged between the Parties must be provisioned pursuant to this Agreement. **The Parties understand and agree that CLEC currently sends no traffic to Qwest and instead terminates traffic either originated by Qwest or originated by other carriers and passed through Qwest to CLEC. The Parties further understand and agree that CLEC currently uses multi-frequency (“MF”) signaling in its receipt of traffic from Qwest and does not utilize SS7 signaling. The Parties agree that, should CLEC subsequently wish to originate traffic to send to Qwest for termination or passing of traffic to other Telecommunications Carriers, the Parties will mutually negotiate an amendment to this Agreement which will also include requirements for use of SS7 signaling in the mutual exchange of traffic.** A Party that has interconnected or gained access under sections 251 (a) (1), 251 (c)(2), or 251 (c)(3) of the Act, may offer information services through the same arrangement, so long as it is offering Telecommunications Services through the same arrangement(s) as well. Enhanced or information service providers (providers or “Information Services” as that term is defined in 47 U.S.C. § 153 (20)) that do not also provide domestic or international telecommunications are not Telecommunications Carriers as defined by the Act and thus may not interconnect under this Agreement. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. “Interconnection” is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and IntraLATA LEC Toll traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names “Local

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<sup>27</sup> Underscored words in boldface (e.g., **abc**) are proposed additions to existing ICA language. Strikeouts in boldface (e.g., **~~abc~~**) indicate proposed deletions from existing ICA language.

Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of IntraLATA LEC Toll or Jointly Provided Switched Access traffic. Qwest Tandem Switch to CLEC Tandem Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

\* \* \* \* \*

## **7.2 Exchange of Traffic**

### **7.2.1 Description**

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers. **In addition, as discussed in Section 7.1.1 above, unless a later amendment is mutually negotiated by the Parties, CLEC will send no traffic to Qwest either for termination or for Qwest to send to other Telecommunications Carriers connected to Qwest.**

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## **7.8 Billing Methodology for MF Signaled Traffic Terminated to CLEC**

**7.8.1 While the traffic between Qwest and CLEC is as described in Section 7.1.1 and this Agreement has not been amended otherwise, CLEC will use the following process to determine the amount of traffic originated by Qwest that CLEC is entitled to receive intercarrier compensation from Qwest for its determination.**

**7.8.1.1 CLEC will determine the total number of non-VNXX minutes terminating to CLEC's end office switch from Qwest each calendar month**

over the LIS trunk groups interconnecting Qwest and CLEC. That information will be provided to Qwest on a per-trunk group basis.

7.8.1.2 The minutes determined in Section 7.8.1.1 will be identified as end office versus tandem minutes, e.g. minutes terminating to CLEC that were delivered to CLEC from a Qwest end office (“End Office Minutes”) versus those minutes terminating to CLEC that were delivered to CLEC from a Qwest tandem (“Tandem Minutes”). Qwest will have the right, once per calendar year, to request reports of the detail and methodology discussed on this Section 7.8.1.2 in order to audit the usage underlying the billed reciprocal compensation minutes of use. At no time shall the total number of minutes of use per in-service DS1 exceed 10,000 on a calendar month basis.

7.8.1.3 In determining the number of minutes for which CLEC is entitled to receive intercarrier compensation for termination from Qwest, CLEC will subtract from the total monthly minutes of use determined in Section 7.8.1.1, the following:

CLEC will subtract from the sum of each switch’s Tandem Minutes for the calendar month (subject to the limitation described in Step 7.8.1.2 above):

(a) All wireline-originating minutes of use that transits Qwest’s network and terminates to CLEC’s switch during that calendar month. Qwest will provide CLEC summary level messages and minutes each month for these wireline-originating transit records.

(b) All wireless-originating minutes of use for traffic that transits Qwest’s network and terminates to CLEC’s switch during that calendar month. Qwest will provide CLEC summary level messages and minutes each month for these wireless-originating transit records.

(c) All minutes of use for Jointly Provided Switched Access (“JPSA”) traffic originating from or terminating to CLEC’s switch during that calendar month. Qwest will provide CLEC summary level messages and minutes each month for these JPSA records.

(d) All Qwest-originated IntraLATA LEC Toll for which Qwest is the originating intraLATA toll provider. Qwest will provide CLEC summary level messages and minutes each month for these intraLATA toll records.

(e) All ILEC-originating minutes of use for traffic that transits Qwest’s network and terminates to CLEC’s switch during that calendar month. (These minutes of use are not included in the wireline-originating minutes reflected in (a) above) Qwest will provide CLEC summary level messages and minutes each month for these ILEC-originating transit records.

**(f) For clarification, as discussed generally in Section 7 of this Agreement, Qwest has no obligation to compensate CLEC for local minutes terminating to CLEC that are originated by third party providers, IntraLATA LEC Toll minutes terminating to CLEC for which Qwest is not the originating toll provider, and JPSA Traffic.**