

Additionally, since this language previously agreed to by Union, and subsequently reviewed and accepted by *both* Parties, this item should not be re-opened.

However, if the Arbitrator or the Commission determine Union does have the right to re-open this item, IDT's position on this item the Commission accept the language IDT had proposed to Union when Union attempted to re-open it:

Appendix RC section 2.1, and sub-sections, would remain as shown above.

The following sections would be added to Appendix RC:

- 2.1.3 "IntraLATA Toll Traffic," is traffic that: 1) is not Local Traffic, 2) is not ISP-Bound Traffic, and 3) originated and terminated within the same LATA.
- 2.1.4 "InterLATA Toll Traffic," is traffic that: 1) is not Local Traffic, 2) is not ISP-Bound Traffic, 3) is not Intra-LATA Traffic, and 4) did not originate and terminate within the same LATA.
- 2.1.5 Voice Over Internet Protocol(VoIP) or IP-Enabled Traffic" means any IP-Enabled, real time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of the Agreement, VoIP or IP-Enabled Traffic includes:
  - 2.1.5.1 Voice Traffic originating on an Internet Protocol Connection (IPC), and which terminates on the PSTN; and
  - 2.1.5.2 Voice Traffic originated on the PSTN, and which terminates on an IPC.
- 2.1.6 Internet Protocol Connection (IPC)" means the physical location where End-User information is originated or terminated using internet protocol.
- 2.1.7 For further clarity, traffic exchanged between the Parties is considered either Local Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic only, and not Voice Over Internet Protocol (VoIP) or IP-Enabled Traffic when the End-User or Retail Provider either originating or terminating the traffic is provided service jointly by the CLEC and a CLEC partner similar to the joint partnership defined in Order No. 24,727, DT 06-169, issued January 6, 2007, where:

The CLEC:

- 1) connects to the Public Switched Telephone Network (PSTN),
- 2) provides local number port-in and port-out,
- 3) provides enhanced 911 interconnection,
- 4) provides directory/operator assistance,
- 5) provides directory listings,
- 6) provides numbering resources,
- 7) only assigns numbering resources to End-Users physically located in the New Hampshire exchange associated with the telephone number,
- 8) follows all published requirements for the conservation of numbers, including the reclamation of unused numbers, consistent with the requirements imposed on CLEC when its CLEC authority was granted
- 9) files with Staff copies of all number utilization forms submitted to NeuStar, or its successor, in a timely manner as determined by Staff with regard to numbers obtained under the agreement, and
- 10) follows all published requirements for the obtaining of numbering resources.

The CLEC-partner:

- 1) provides the cable- or network-facilities to provision Internet Protocol (IP)-based telephony to the End-User,
- 2) maintains the customer-provider relationship with the End-User,
- 3) offers customer support to the End-User,
- 4) renders bills for telephone service to the End-User,
- 5) Registered for, and was approved for, CLEC status in New Hampshire,
- 6) Filed a telephony rate schedule with the Commission,
- 7) Comply with certain numbering resource obligations, and
- 8) Obtain Commission approval in the event it seeks to request numbering resources independently of CLEC

- 2.1.8 For further clarity, UNION recognizes a CLEC, providing services jointly with a CLEC-partner as described in section 2.17, as a Common Carrier and CLEC's authority to operate in Union territory if granted by NHPUC.