

**Case No. TO-2005-0336**  
**MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND NAVIGATOR**  
**000 GT&C**

Issue Statement	Issue No.	Attachment and Section(s)	CLEC Language	CLEC Preliminary Position	SBC MISSOURI Language	SBC MISSOURI Preliminary Position
	1	All	None	Navigator disagrees with the use of the word “Lawful”. UNEs are UNEs, and if the FCC determines that CLECs are no longer “impaired” without access to a particular network element, it will find that the network element need no longer be unbundled and SBC would have no further obligation to price them at cost-based rates.	<b>Lawful</b>	
	2	Whereas Clauses	<p>WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users with the use of Unbundled Network Elements purchased <u>SBC</u> and the resale of Telecommunications Services of other carriers.</p> <p>WHEREAS, the Parties want to provide, Telephone Exchange Services and Exchange Access to residential and business End Users <u>utilizing</u> facilities which are subject to this Agreement; and</p> <p>WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and</p>	<p>SBC accepted Navigator language</p> <p>SBC accepted Navigator language</p>	<p>WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users <b>offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination</b> with the use of <b>Lawful</b> Unbundled Network Elements purchased <b>from other entity(ies)</b> and the resale of Telecommunications Services of other carriers.</p> <p>WHEREAS, the Parties want to <b>Interconnect their networks at mutually agreed upon Points of Interconnection</b> to provide, <b>directly or indirectly</b>, Telephone Exchange Services and Exchange Access to residential and business End Users <b>over their respective Telephone Exchange Service</b> facilities which are subject to this Agreement; and</p> <p>WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will <b>Interconnect their networks and facilities and</b> provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and</p>	

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	3	1.2. 1.3	<p>1.2 Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by <u>this agreement and FCC</u> rules and orders, and <i>Verizon Comm. Inc. v. FCC</i>, 535 U.S. 467(May 13, 2002) (“<i>Verizon Comm. Inc.</i>”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.</p> <p>1.3 Subject to Attachment 6: Unbundled Network Elements, in the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to his Agreement. In any dispute resolution proceeding, SBC MISSOURI shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, <i>Verizon Comm. Inc.</i> and the Agreement, including Section 2.12(Note: section reference to be finalized at</p>	<p>1.2 SBC has agreed to Navigator’s insert for both of these sections and therefore will remove this from the DPL with respect to the insert of "this agreement and". The dispute will be rolled into issue 1 for the word Lawful.</p> <p>1.3 SBC has agreed to Navigator’s insert for both of these sections and therefore will remove this from the DPL with respect to the insert of "this agreement and". The dispute will be rolled into issue 1 for the word Lawful.</p>	<p>1.2 Subject to the provisions of Attachment 6: <b>Lawful</b> Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its <b>Lawful</b> UNE combining obligations as and to the extent required by FCC rules and orders, and <i>Verizon Comm. Inc. v. FCC</i>, 535 U.S. 467(May 13, 2002) (“<i>Verizon Comm. Inc.</i>”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.</p> <p>1.3 Subject to Attachment 6: <b>Lawful</b> Unbundled Network Elements, in the event that SBC MISSOURI denies a request to perform the functions necessary to combine <b>Lawful</b> UNEs or to perform the functions necessary to combine <b>Lawful</b> UNEs with elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC MISSOURI shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, <i>Verizon Comm. Inc.</i> and the Agreement, including Section 2.12(Note: section reference to be finalized at conclusion) of Attachment 6: <b>Lawful</b> Unbundled Network Elements Appendix. In any dispute resolution proceeding, CLEC shall have the burden to prove that such combination request meets <b>Lawful</b> UNE combining obligations as and to the extent required by FCC rules and orders, and <i>Verizon Comm. Inc. v. FCC</i>, 535 U.S. 467(May 13, 2002) (“<i>Verizon Comm. Inc.</i>”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.</p>	

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			conclusion) of Attachment 6: Unbundled Network Elements Appendix. In any dispute resolution proceeding, CLEC shall have the burden to prove that such combination request meets UNE combining obligations as and to the extent required by <u>this agreement and</u> FCC rules and orders, and <i>Verizon Comm. Inc. v. FCC</i> , 535 U.S. 467(May 13, 2002) (“ <i>Verizon Comm. Inc.</i> ”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.			
	4	1.8	Intentionally Omitted	1.8 It is Navigator’s position that SBC must provide to CLECs on an unbundled basis. UNEs are UNEs, and if the FCC determines that CLECs are no longer “impaired” without access to a particular network element, it will find that the network element need no longer be unbundled and SBC would have no further obligation to price them at cost-based rates	<b>1.8 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by SBC MISSOURI under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.7 above, and require only the provision of Lawful UNEs, regardless of whether the term “Lawful” is used as part of the reference to unbundled network elements.</b>	
	5	2.3 sec. all & numbering sequence.	2.3 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:  <u>2.3.1 For CLECs that are reselling SBC Missouri Resale Services and/or purchasing UNE-P under</u>	2.3 2.3.1 It is Navigator’s position that each party should be free to quantify the amount of risk it is willing to assume and procure its own insurance policies according to such risk assessment calculations. As a UNE-P provider and long-distance reseller, Navigator relies entirely on SBC for interconnection and exchange of traffic with other carriers, and for any maintenance and repairs to the	2.3 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:  <b>2.3.1 Workers’ Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for</b>	

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			<p><u>this agreement, the minimum insurance coverage and limits are as follows:</u></p> <p><u>a. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit;</u></p> <p><u>b. \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising;</u></p> <p><u>2.3.2 For CLECs that are interconnecting or purchasing any Unbundled Network Elements (other than UNE-P), products or services under this agreement, the minimum insurance coverage and limits are as follows:</u></p> <p><u>a. 2.3.1</u> Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.</p> <p><u>b. 2.3.2</u> Commercial General Liability insurance with minimum limits of: <u>6,000,000</u> General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred</p>	facilities used to provide services to end users. Navigator does not itself collocate and is thus incapable of causing damage to the network or SBC's collocation facilities. There is no need for Navigator to procure workers' compensation insurance in the amounts required by SBC because workers' compensation insurance will only protect Navigator and its employees from direct liability for injury to Navigator employees - it does not protect SBC from liability to Navigator for its negligent or willful acts.	<p><b>Bodily Injury by disease-each employee.</b></p> <p><b>2.3.2</b> Commercial General Liability insurance with minimum limits of: <b>\$10,000,000</b> General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; <b>\$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.</b> Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.</p>	

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			in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.			
	6	3.4, 3.9	<p>3.4 The Cash Deposit or Letter of Credit must be in an amount equal to <u>one</u> (1) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC MISSOURI under this Agreement.</p> <p>3.9 Notwithstanding anything else set forth in this Agreement, if SBC MISSOURI makes a request for assurance of payment in accordance with the terms of this Section, then SBC MISSOURI shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC MISSOURI with the assurance of payment requested; provided, however, that SBC MISSOURI will</p>	<p>3.4 SBC is only left exposed for thirty days. SBC may suspend completion of pending orders and reject any new service orders upon the tenth day following the initial letter asking the non-paying CLEC to pay or dispute. SBC has broad termination rights under the Agreement, and may do so on short notice - in some cases, on as little as ten days' notice. Navigator proposes that SBC should be limited to a deposit equal to one month's charges for all services rendered to accurately balance the hardship on Navigator with SBC's actual potential financial exposure. In this way will the deposit requirement aligns with SBC's actual potential for financial exposure.</p> <p>3.9 Navigator is a small CLEC with limited resources. There are times when the single responsibility party is out of the office for two weeks. A 20 day deadline allows for these circumstances without severe repercussions to SBC.</p>	<p>3.4 The Cash Deposit or Letter of Credit must be in an amount equal to <b>three (3)</b> months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, <b>Lawful</b> Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC MISSOURI under this Agreement.</p> <p>3.9 Notwithstanding anything else set forth in this Agreement, if SBC MISSOURI makes a request for assurance of payment in accordance with the terms of this Section, then SBC MISSOURI shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC MISSOURI with the assurance of payment requested; provided, however, that SBC MISSOURI will permit CLEC a minimum of <b>ten_(10)</b> Business Days to respond to a request for assurance of payment before invoking this Section.</p>	

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			permit CLEC a minimum of <u>twenty (20)</u> Business Days to respond to a request for assurance of payment before invoking this Section.			
	7	4.8, 4.10.2	<p>4.8 <u>Intentionally Omitted</u></p> <p>4.10.2 Each Party shall promptly pay all <u>non-disputed</u> amounts owed under this Agreement.</p>	<p>4.8 It is unclear from SBC's proposed language what constitutes a "material" obligation or term of the Agreement, as that term is not defined. Without such a definition in the Agreement, however, SBC would be free to declare Navigator in breach of a "material" obligation or term, and proceed to terminate the Agreement and related services thereunder.</p> <p>4.10.2 SBC accepts Navigators language.</p>	<p><b>4.8 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 4.8 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.</b></p> <p>4.10.2 Each Party shall promptly pay all amounts owed under this Agreement.</p>	
	8	5.0, 5.1.1.1, 5.1.2, 5.1.2.1, 5.1.3, 5.1.3.1, 5.1.4, 5.1.4.1	<p>5.0 Assignment</p> <p>5.1.1.1 <u>Neither party hereto</u> may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC MISSOURI <u>the other Party hereto, which shall consent shall not be</u></p>	<p>5.0</p> <p>5.1.1.1 SBC's proposed assignment language should be made reciprocal, such that either SBC or Navigator may assign the Agreement to non-affiliated entities with prior written consent of the other party. In addition, SBC should not be permitted to restrict assignments by CLECs to affiliates that have interconnection agreements with SBC. SBC's</p>	<p>5.0 Assignment</p> <p>5.1.1.1 <b>CLEC</b> may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC MISSOURI. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i>.</p> <p>5.1.2 Corporate Name Change and/or change in "d/b/a" only</p>	

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			<p><u>unreasonably withheld, except as provided herein</u>. Any attempted assignment or transfer that is not permitted is void <i>ab initio</i>.</p> <p>5.1.2 Corporate Name Change and/or change in “d/b/a” only</p> <p>5.1.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per <u>Resale BAN</u>. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.</p> <p>5.1.3 Company Code Change</p> <p>5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the</p>	<p>proposed restrictions impair Navigator’s ability to engage in Merger and Acquisition (“M&amp;A”) activity and otherwise impair its ability to develop operational efficiencies.</p> <p><b>5.1.2</b></p> <p>5.1.2.1 Navigator sees no reason that if one charge is incurred per CLEC CABS BAN, the same cannot apply to a Resale BAN.</p> <p>5.1.3</p> <p>5.1.3.1 Navigator objects to the use of “Lawful” as described above. Navigator has accepted SBC 90 calendar days advance written notice of assignment.</p> <p>5.1.4 Navigator objects to the use of “Lawful” as described above.</p> <p>5.1.4.1 Navigator has accepted SBC 90 calendar days advance written notice of assignment.</p>	<p>5.1.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per <b>end user record</b>. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and <b>Lawful</b> UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.</p> <p>5.1.3 Company Code Change</p> <p>5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of “assets” provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, “assets” means any Interconnection, Resale Service, <b>Lawful</b> Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC MISSOURI with <b>ninety (90)</b> calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC MISSOURI’s consent. SBC MISSOURI shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC MISSOURI’s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any</p>	

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			<p>transfer or acquisition of “assets” provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, “assets” means any Interconnection, Resale Service, <b>Lawful</b> Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC MISSOURI with <u>sixty (60)</u> calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC MISSOURI’s consent. SBC MISSOURI shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC MISSOURI’s consent to any CLEC Company Code Change is contingent upon cure of any outstanding <u>non-disputed</u> charges owed under this Agreement and any outstanding <u>non-disputed</u> charges associated with the “assets” subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.</p> <p>5.1.4 Assignment of any Interconnection, Resale Service,</p>		<p>outstanding charges associated with the “assets” subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.</p> <p>5.1.4 Assignment of any Interconnection, Resale Service, <b>Lawful</b> Unbundled Network Element, function, facility, product or service.</p> <p>5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, <b>Lawful</b> Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC MISSOURI with <b>ninety (90)</b> calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC’s written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, <b>Lawful</b> Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC’s agreement.</p>	

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			<p>Unbundled Network Element, function, facility, product or service.</p> <p>5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC MISSOURI with <u>thirty 30</u> calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding <u>no-disputed</u> charges associated with any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.</p>			
	9	7.1 Limitation of Liabilities 7.1.1	7.1 Limitation of Liabilities  7.1.1 Except as specifically provided in Attachment 25 DSL-MO, the Parties' liability to each other during any Contract Year	7.1.1 It is Navigator's position that parties' liabilities should not be limited in the case of willful or intentional misconduct including gross negligence.	7.1 Limitation of Liabilities  7.1.1 Except as specifically provided in Attachment 25 DSL-MO, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections	

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			resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.6, following, <u>except</u> for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to CLEC by SBC MISSOURI under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.		7.3.1 and 7.3.6, following, <b>and</b> for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to CLEC by SBC MISSOURI under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.	
	10	7.3.4, 7.3.5, 7.3.8	7.3.4 <u>Intentionally Deleted</u> 7.3.5 <u>Intentionally Deleted</u> 7.3.8 <u>Intentionally Deleted</u>	7.3.4 Navigator does not agree and does not understand necessity of including this paragraph.  7.3.5 Navigator does not agree and does not understand necessity of including this paragraph.  7.3.8 Navigator does not agree and does not understand necessity of including this paragraph.	<b>7.3.4 CLEC acknowledges that its right under this Agreement to interconnect with SBC MISSOURI's Missouri network and to unbundle and/or combine SBC MISSOURI's Lawful Unbundled Network Elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (Intellectual Property means, including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.</b>  <b>7.3.5 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling.</b>  <b>7.3.8 CLEC hereby agrees to release, indemnify</b>	

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					<b>and hold SBC MISSOURI harmless from and against all Damages arising out of, caused by, or relating to any Claim that CLEC's interconnection with SBC MISSOURI's network, or CLEC's use of SBC MISSOURI's Lawful Unbundled Network Elements, or unbundling and/or combining of SBC MISSOURI's Lawful Unbundled Network Elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract rights of Third Parties.</b>	
	11	9.0 Payment of Rates and Charges  9.1, 9.2, 9.4	9.0 Payment of Rates and Charges  9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all <u>non-disputed</u> rates and charges due and owing under this Agreement within thirty (30) days from the date of the invoice. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean thirty (30) calendar days from the date of the invoice.  9.2 If CLEC fails to remit payment for any <u>non-disputed</u> charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from CLEC after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC MISSOURI as of the Bill Due	9.0 9.1, 9.2 Since 1997 - despite having done business with SBC over the entire history - Navigator has had some form of dispute over nearly every invoice received. Every month, SBC's bills contain inaccuracies which require reconciliation by Navigator and initiation of the dispute resolution process. In fact, Navigator is over-billed by an average of about 30 percent, and most of its disputes are resolved in Navigator's favor after a second attempt. Since experience dictates that these disputes take twelve to eighteen months to resolve, to tie up such substantial amounts and would be extremely burdensome to a smaller CLEC like Navigator.  9.4 Both parties agree the referenced section should be 13.4.1	9.0 Payment of Rates and Charges  9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days from the date of the invoice. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean thirty (30) calendar days from the date of the invoice.  9.2 If CLEC fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from CLEC after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC MISSOURI as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge shall be assessed as provided in Sections 9.2.1 through 9.2.2, as applicable.  9.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due	

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			<p>Date (individually and collectively, “Past Due”), then a late payment charge shall be assessed as provided in Sections 9.2.1 through 9.2.2, as applicable.</p> <p>9.4 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item. The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. The Non-Paying Party must pay when due: (i) all undisputed amounts to the Billing Party, and (ii) those disputed amounts that are required to be paid into escrow pursuant to this Section, which must be deposited into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:</p>		<p>Date, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item <b>that are listed in Section 9.2.1.</b> The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. The Non-Paying Party must pay when due: (i) all undisputed amounts to the Billing Party, and (ii) those disputed amounts that are required to be paid into escrow pursuant to this Section, which must be deposited into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:</p>	
	12	9.9	<b>9.9</b> <u>Intentionally Omitted</u>	9.9 SBC should not be permitted to terminate the Agreement in the event	<b>9.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party</b>	

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Underline language represents language proposed by CLEC and opposed by SBC

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				of a failure to pay an undisputed amount in the timeframes set forth under SBC's proposed language.	<b>within the times specified in Section 9.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.</b>	
	13	13.4, 13.4.1	<p>13.4 Billing Disputes</p> <p>13.4.1 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 12.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON.</p>	<p>13.4</p> <p>13.4.1 Since 1997 - despite having done business with SBC over the entire history - Navigator has had some form of dispute over nearly every invoice received. Every month, SBC's bills contain inaccuracies which require reconciliation by Navigator and initiation of the dispute resolution process. In fact, Navigator is over-billed by an average of about 30 percent, and most of its disputes are resolved in Navigator's favor after a second attempt. Since experience dictates that these disputes take twelve to eighteen months to resolve, to tie up such substantial amounts and would be extremely burdensome to a smaller CLEC like Navigator.</p>	<p>13.4 Billing Disputes</p> <p>13.4.1 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 12.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON. <b>To be deemed a "dispute" under this Section 13.4, the Non-Paying Party must provide evidence that it has paid the disputed amount.</b></p>	
	14	14.0 Non-payment and Procedures for Disconnection 14.1, 14.2, 14.2.4, 14.5.1, 14.11	14.1 Failure to pay <u>non-disputed charges</u> to be paid may be grounds for disconnection of Resale Services, Unbundled Network Elements under this Agreement. If	14.1 See above.	14.1 Failure to pay <b>all or any portion of any amount required</b> to be paid may be grounds for disconnection of Resale Services, <b>Lawful</b> Unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this	

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			<p>a Party fails to pay any <u>non-disputed</u> charges billed to it under Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid <u>Non-disputed</u> Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.</p> <p>14.2 If the Non-Paying Party desires to dispute any <u>additional</u> portion of the <u>non-disputed</u> Unpaid Charges, the Non- Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>14.2.4 if the nonpaying party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 9.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account.</p> <p>14.5.1 will not delay or relieve CLEC's obligation to pay all <u>non-disputed</u> charges on each and every invoice on or before the applicable Bill Due Date, and</p>		<p>Agreement, <b>including but not limited to any Late Payment Charges or miscellaneous charges</b> ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, <b>Lawful</b> Unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.</p> <p>14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>14.2.4 if the nonpaying party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 9.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. <b>Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 9.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.</b></p> <p>14.5.1 will not delay or relieve CLEC's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and</p>	

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	15	15.0, 15.4	<p>15.0 Notices</p> <p>15.4 SBC MISSOURI communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. <u>The parties acknowledge that the Accessible Letter Notification process in no way authorizes SBC Oklahoma to unilaterally change, revise, supercede, amend, modify or otherwise alter the provisions of this agreement.</u></p>	<p>15.0</p> <p>15.4 4 SBC's proposed language would allow SBC to unilaterally make changes to its contract obligations by notifying CLECs of its decisions to add or eliminate services, increase or decrease prices, etc., through Accessible Letters posted on the Internet. Because CLECs must conform their conduct to the contents of Accessible Letters, SBC's proposed language would permit it use Accessible Letters to impact contractual obligations with Navigator<sup>1</sup> without having to modify the Agreement with mutually agreeable verbiage, as contemplated under Section 43.1 of the General Terms and Conditions.</p>	<p>15.0 Notices</p> <p>15.4 SBC MISSOURI communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues</p>	
	16	17.0	<p>17.0 Force Majeure</p> <p>Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or</p>	<p>17.0 SBC proposes to require timely payments of invoiced amounts even in the midst of a Force Majeure event. Banking institutions and billing and payment departments of competing companies are not immune from catastrophe. Navigator asks that it be excused from payment obligations only for the duration of time when it is, in fact, prevented from being able to make payment</p>	<p>17.0 Force Majeure</p> <p>Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement <b>(other than an obligation to make money payments)</b> caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic</p>	

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			a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.	due to the occurrence of the Force Majeure.	actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.	
	17	23.0, 23.1	<b>23. INTERVENING LAW</b> 23.1 This Agreement is the result	23. 23.1 SBC has accepted Navigator's language deleting "immediately	<b>23. INTERVENING LAW</b> 23.1 This Agreement is the result of negotiations	

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			of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: <i>Verizon v. FCC</i> , <i>et. al</i> , 535 U.S. 467 (2002); <i>USTA</i> , <i>et. al</i> v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, <i>USTA v. FCC</i> , 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in	invalidated" and Lawful in the section.	between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: <i>Verizon v. FCC</i> , <i>et. al</i> , 535 U.S. 467 (2002); <i>USTA</i> , <i>et. al</i> v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, <i>USTA v. FCC</i> , 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in <i>WorldCom, Inc. v. FCC</i> , 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC MISSOURI shall have no obligation to provide <b>Lawful</b> UNEs, combinations of <b>Lawful</b> UNEs, combinations of <b>Lawful</b> UNE(s) and CLEC's own elements or <b>Lawful</b> UNEs in commingled arrangements beyond those required by the Act, including the <b>lawful</b> and effective FCC rules and associated FCC and judicial orders. Except to the extent that SBC MISSOURI has adopted the FCC ISP	

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			<i>WorldCom, Inc. v. FCC</i> , 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC MISSOURI shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the and effective FCC rules and associated FCC and judicial orders. Except to the extent that SBC MISSOURI has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC MISSOURI state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC MISSOURI's right to exercise its option at any time to adopt on a date specified by SBC MISSOURI the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek		terminating compensation plan ("FCC Plan") in an SBC MISSOURI state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC MISSOURI's right to exercise its option at any time to adopt on a date specified by SBC MISSOURI the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be <b>immediately invalidated</b> , modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.	

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			conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) (“Provisions”) of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process			

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			provided for in this Agreement.			
	18	57.4	57.4 CLEC acknowledges that SBC MISSOURI may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement <u>at the rates found in its retail tariff.</u>	57.4 Navigator's position is that it should be specified that SBC should be allowed to provide service to end users under its <i>retail</i> tariffs.	57.4 CLEC acknowledges that SBC MISSOURI may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.	
	19	66.0, 66.1	66. AMENDMENTS AND MODIFICATIONS  66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; SBC MISSOURI and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.	66. 66.1 Navigator's position is that removing the requirement for refunds, true-up or retroactive credits or debits could promote unnecessary delay in the preparation and implementation of amendments to the agreement.	66. AMENDMENTS AND MODIFICATIONS  66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; <b>and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment.</b> SBC MISSOURI and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.	
COIN FUNCTIONALITY						

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Whether SBC should include Coin Port functionality as part of its service offering.	20			Navigator provides service to independent payphone service providers in Missouri pursuant to an Amendment to its M2A Agreement with SBC. Navigator's position is that the Amendment shouldn't have been necessary, but that Coin Functionality should have been part of the basic service offering pursuant to the 1996 Telecom Act. This service is provided as a basic offering by other ILECs such as Verizon and Bell South. SBC has continuously delayed in any implementation of UNE-P coin and has provided this service at a high cost under BFR or when forced by a state regulatory agency. SBC's retail unit provides these services to its own payphone Customers. A significant portion of Navigator's customers and lines in service in Missouri are independent payphone providers, and Navigator intends to continue to serve independent payphone providers in Missouri. These customers are a large percentage of Navigator's customer base. Navigator should be able to continue to provide its payphone provider customers basic switching with the same software		

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				features and functionalities that SBC provides its own customers. SBC required Navigator to submit a BFR to accomplish this functionality. While other incumbent LECs provide coin functionality as part of their basic offering, SBC required Navigator to make upfront payments before it would allow Navigator to order the necessary switch functions for the provision of coin services. It is Navigator's position that this functionality should be part of SBC's basic service offering, but SBC has refused to even negotiate its availability in an ongoing agreement. Navigator believes that its continued ability to provision competitive services to payphone providers in Missouri is in the public interest. There continues to be a segment of the general population whose only access to telecommunications is to use a payphone. Many of Navigator's payphone provider customers provide payphones to rural parts of the state and are dispersed over a wide geographic area. Navigator believes it is in the public interest that this service continue to be available to competitive providers.		

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**Case No. TO-2005-0336**  
**MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND NAVIGATOR**  
**000 GT&C**

Issue Statement	Issue No.	Attachment and Section(s)	CLEC Language	CLEC Preliminary Position	SBC MISSOURI Language	SBC MISSOURI Preliminary Position

Key: **Bold** represents language proposed by SBC and opposed by CLECs.  
Underline language represents language proposed by CLEC and opposed by SBC