

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 2.11	Definition	<p>The term “collocator” has been struck by Level 3.</p> <p>This terms appears throughout this appendix in the following sections:</p> <p>1.1, 1.12, 2.13, 2.14, 2.17, 2.23, 2.31, 4.1, 4.2.1, 4.2.2, 4.2.2.1, 4.2.2.1.1, 4.2.2.1.2, 4.2.2.1.3, 4.2.2.1.4, 4.2.2.1.5, 4.2.2.1.7, 4.2.3.1, 4.2.3.2, 4.2.3.3, 4.3, 4.4, 4.6, 4.6.1, 4.6.2, 4.6.3, 4.8, 4.9, 4.9.1.2, 4.9.1.3, 4.10.1, 4.10.2, 4.11, 4.12.1, 4.12.1.1, 4.12.1.6, 4.12.2, 4.13, 5.1, 5.1.1, 5.1.1.1, 5.1.1.2, 5.1.1.3, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.4, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 6.1, 6.2, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 7.1.1, 7.1.2, 7.1.3, 7.2, 7.3, 7.3.1, 7.3.2, 7.3.3, 7.4, 7.5, 7.8, 7.8.1, 7.8.2, 7.8.3, 7.8.4, 8.1, 8.2, 8.3, 8.5, 8.6, 8.7, 8.9, 8.10, 8.12.1, 8.12.2, 8.12.3, 8.13, 8.14, 8.15, 8.16, 8.17, 8.18, 9.1, 9.2, 9.3, 9.3.1, 9.4, 9.5, 9.6, 9.6.3, 9.6.4, 9.6.5, 9.7, 9.10, 9.11, 9.12, 9.13, 9.13.1, 9.14, 9.17, 10.1, 10.2, 10.3, 10.4, 10.5, 11.1, 11.1.1, 11.1.2, 11.1.3, 11.1.3.1, 11.1.4, 11.2.1, 11.2.2, 11.2.2.1, 11.2.3, 12.1, 13.1.1, 13.1.2, 13.2, 13.3, 14.1, 14.1.6, 14.1.7, 14.2, 16.1, 17.1, 17.2, 17.3, 17.5, 18.1, 18.1.1, 18.1.3, 18.1.4, 18.1.5, 18.1.6, 18.1.7, 19.3.1, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 19.10, 19.10.1, 19.10.3, 19.11, 20.3, 20.4, 20.11.2, 20.15, 20.16, 20.19.</p>	Level 3 proposes replacing this term with LEVEL 3 or “carrier” throughout the document where appropriate to make clear (a) Level 3’s rights to collocation; and (b) to demonstrate different obligations and rights of third party collocators. Because the term “collocator” appears literally hundreds of times in this Appendix, Level 3 does not repeat each change in the DPL.	Unkown.
18	PC 2.13	Definition	<p><u>“Dedicated Collocation Space” is the space dedicated for Level 3’s Physical Collocation arrangement located within an SBC-13STATE Premises</u></p>	Level 3’s definition more appropriately defines the specific arrangement addressed.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
18	PC 2.16	Definition	<p>The term “eligible structure” has been struck by Level 3.</p> <p>This term appears throughout this Appendix in the following sections: 2.13, 2.14, 2.16, 2.30, 2.32, 2.33, 2.34, 2.35, 4.2.1.1, 4.2.2.1.1, 4.2.3.1, 4.8, 4.9, 4.10.1, 4.10.2, 4.12.1, 5.1, 5.1.1, 5.1.1.1, 5.1.1.3, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.4, 5.5, 5.6, 5.8, 5.10, 6.11, 6.13, 6.15, 7.1.1, 7.2, 7.8.3, 8.1, 8.7, 8.8, 8.10, 8.12.3, 8.15, 8.16, 8.18, 9.3, 9.3.1, 9.7, 9.12, 9.13, 9.14, 9.16, 11.1.3.1, 11.2.2.1, 13.1, 13.3, 14.2, 17.3, 18.1.1, 18.1.4, 18.1.5, 18.1.6, 19.3.3, 19.5, 19.10, 20.3.</p>	<p>This definition is not in the Act, the FCC’s Rules or the Collocation Remand Order (<i>In The Matter Of Deployment Of Wireline Services Offering Advanced Telecommunications Capability</i>, CC Docket No. 98-147, 2001 WL 893313 (F.C.C.), 16 F.C.C.R. 15,435, (Rel. August 8, 2001)).</p> <p>Level 3 proposes replacing this term with “premises” throughout the document. Because this term appears throughout this Appendix, Level 3 does not repeat each change in the DPL</p>	Unknown

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			<u>SBC PROPOSAL</u>		
18	PC 2.18	Definition	<u>“Extraordinary Costs” or extraordinary expenses include such items as: customized fire suppression systems or containment required by Level 3; modifications or expansion of cable entry facility required by Level 3; individualized DC power system infrastructure needs required by Level 3; increasing the capacity of the AC system or the existing commercial power facility requirements required by Level 3; installation, maintenance, repair, monitoring of securing measures required by Level 3; conversion of non-collocation space that was not previously used for collocation (<i>i.e.</i> such space is not being reclaimed from SBC13-State prior use for telecommunications equipment); compliance with federal and state requirements or other modifications required by local ordinances specific to needs or requirements communicated by Level 3.</u>	Level 3 should only be responsible for those costs it causes and it should not have to pay only for conversion of space that has never been used for collocation. Collocation preparation charges should include costs of preparing space previously used for collocation purposes.	Unknown.
18			<u>SBC PROPOSAL</u>		
18	PC 2.19	Definition	Deleted		Unknown.
18	PC 2.20	Definition	Deleted		Unknown.
18	PC 2.22	Definition	Deleted		Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 2.23	Definition	<u>“Interconnector’s Collocation Services Handbook” is a publication that SBC13-State provides to Carriers which provides information on how to order collocation arrangements from SBC-13STATE.</u>	Level 3 seeks to clarify that SBC-13State will provide this information.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 2.24	Definition	<u>“Multifunctional Equipment” means equipment that combines one or more functions that are necessary for interconnection or access to unbundled network elements with one or more functions that would not meet that standard as a stand alone function.</u>	Level 3 proposes that the language track exactly the FCC’s definitions contained at 47 C.FR. § 515 and the FCC’s decision in <i>In The Matter Of Deployment Of Wireline Services Offering Advanced Telecommunications Capability</i> , CC Docket No. 98-147, 2001 WL 893313 (F.C.C.), 16 F.C.C.R. 15,435, (Rel. August 8, 2001).	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 2.27	Definition	<u>“Other Central Office Space” denotes the space within the central office which can be designated for Physical Collocation that is legitimately susceptible to reclamation, or where SBC has never prepared the space for collocation of telecommunications equipment.</u>	Level 3’s definition more appropriately defines the specific arrangement addressed.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 2.30	Definition	<u>“Point of Termination (POT)” denotes the point of demarcation, within an Premises at which the SBC-13STATE responsibility for the provisioning of service ends.</u>	Level 3’s definition more appropriately defines the specific arrangement addressed.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 2.32	Definition	<u>“Premises” is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way, including, but not limited to, vaults, containing loop concentrators or similar structures.”</u>	Level 3 proposes replacing “Eligible Structures” with this term throughout this appendix. Other sections with only this change will not be shown in the DPL.	Unknown.
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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 4.1	General Description of Offering	<u>Except where Physical Collocation is not practical for reasons permitted by Applicable Law SBC-13STATE agrees that it must provide Physical Collocation to Level 3 for the purpose of interconnecting to SBC-13STATE’s network for the transmission and routing of telephone exchange service or exchange access, or both, pursuant to 47 U.S.C. §251 (c)(2) of the FTS96 and all applicable state and federal law, or for obtaining access to SBC-13STATE UNEs for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 and all applicable state and federal laws and regulations and awards. Physical Collocation will be provided on a “first come, first served” basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96) and all applicable state and federal laws and regulations and awards.</u>	Level 3 name...not generic.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 4.2.2.1	General Description of Offering	<u>Upon request, SBC-13STATE shall provide Level 3 Shared Caged Collocation in any Unused Space or space that may be legitimately reclaimed according to state and federal rules, decisions and/or awards. “Shared Caged Collocation” is caged Physical Collocation space shared by Level 3 and one or more other Carriers pursuant to terms and conditions agreed upon by such carriers.</u>	Access to premises under federal rules issue.	Unknown.
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18	PC 4.2.2.1.1	General Description of Offering	<u>Level 3 may request that SBC-13STATE provide Shared Caged Collocation via: (1) a new Application for Physical Collocation whereby Level 3 and any other requesting carriers would agree to share collocation space amongst themselves; (“New Shared Collocation”); or (2) A Level 3 request to sublease space from another carrier that is already collocated within a SBC Premises. (“Subleased Shared Collocation”).</u>	Level 3 believes that carriers who have agreements are already protected.	Unknown.
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18	PC 4.2.2.1.2 – 4.2.2.1.5	General Description of Offering	<p><u>4.2.2.1.2 For Shared Caged Collocation, Level 3 agrees that SBC-13STATE should have a single point of contact (“SPOC”) for each Shared Collocation Arrangement.</u></p> <p><u>4.2.2.1.3 In a New Shared Collocation arrangement, the SPOC will be the single carrier that submits the collocation request on behalf of the group of carriers seeking to share such space.</u></p> <p><u>4.2.2.1.4 For Subleased Shared Collocation, SPOC shall be the Carrier that already occupies collocation space within the SBC Premises and that seeks to sublease some of its space to another carrier.</u></p> <p><u>4.2.2.1.5 Carriers that already have space and want to sublet that space and any carriers seeking to share space within an existing carrier’s collocation space or seeking to share new space amongst two or more of themselves must provide SBC with valid duly-executed letters authorizing each other to utilize the Connecting Facility Assignments associated with the Primary Carrier and signed by each other Carrier that authorize the Primary Carrier to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Carriers.</u></p>	Level 3 shared collocation language accurately reflects the arrangements contemplated and the law in respect thereto,	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 4.2.2.1.7	General Description of Offering	<p><u>New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions). Resident Carriers shall request New Shared Collocation from SBC-13STATE in a single Physical Collocation application.</u></p> <p><u>.... It is the Primary Carrier’s responsibility to recover from each Resident</u></p>	Level 3 cannot agree in a given arrangement to subject itself to the terms of another carrier’s interconnection	Unknown.

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			<u>Carrier their proportionate share of such other charges billed to the Primary Carrier for the New Shared Cage Collocation.</u>	agreement to which it is not party. The terms of Level 3’s deal should control. SBC should have protection in its interconnection agreements with other carriers, therefore there is no need to force Level 3 to assume obligations that a) have nothing to do with Level 3’s presence in the collo; b) that do not provide SBC any additional protection and c) which cause delay and that force Level 3 to indemnify SBC for breaches of a third party who has its own agreement, which totally undermines the concept of shared collocation.	

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			<u>SBC PROPOSAL</u>		
18	PC 4.2.2.1.9	General Description of Offering	<u>When Level 3 sublets collocation space to another CLEC that does not already have an approved interconnection agreement with SBC or other independent legal right to occupy Level 3 collocation space, Level 3 shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, among other things, requires the CLEC seeking to collocate with Level 3 to comply with the terms, and conditions relating to Collocation contained in this Agreement. Level 3 will additionally designate SBC-13STATE as a third party beneficiary of Level 3’s sublet of Level 3 collocation space within an SBC Premises to another CLEC.</u>	Level 3 subletting of collocation language accurately reflects the arrangements contemplated, the balancing of interest between the protection and assurances of SBC and Level 3’s ability to flexibly manage the property to its greatest and lawful value.	Unknown.
			<u>SBC PROPOSAL</u>		

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18	PC 4.2.2.1.1 0	General Description of Offering	<u>If Level 3 subleases Shared Collocation from another CLEC, then Level 3 will agree to whatever rates, terms and conditions apply to the other CLEC’s collocation provided that Level 3 doesn’t already have an effective collocation agreement with SBC for that Premises.</u>	Level 3 subletting of collocation language accurately reflects the arrangements contemplated, the balancing of interest between the protection and assurances of SBC and Level 3’s ability to flexibly manage the property to its greatest and lawful value.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 4.2.2.1.1 1	General Description of Offering	<u>If Level 3 subleases collocation space from another CLEC and Level 3 leaves the collocation space, then the CLEC has a direct agreement with SBC. SBC can handle the vacant space as it does any collocation space.</u>	Level 3 subletting of collocation language and its subsequent departure from said space should allow the remaining CLEC and SBC to handle the space as any other collocation space..	Unknown.
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18	PC 4.2.3.1	General Description of Offering	<u>Subject to technical feasibility and security requirements, SBC-13STATE will allow Level 3 to collocate in any available collocation space in SBC-13STATE’s Premises, without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC’s dedicated space...</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 4.6.1	General Description of Offering	<u>SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to Level 3’s or another carrier’s POT when Level 3 is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 4.6.3	General Description of Offering	<u>SBC-13STATE will extend SBC-13STATE UNEs to Level 3’s or another carrier’s UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined (e.g., in an enclosure, such as a cabinet provided by SBC-13STATE on SBC-13STATE property).</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated.	Unknown.
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18	PC 4.10.1	General Description of Offering Relocation	<u>In the event that SBC-13STATE determines it necessary for Dedicated Collocation Space to be moved within the Premises in which the Dedicated Collocation Space is located or to another Premises, Level 3 is required to do so. If such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including condemnation or government order or regulation that makes the continued occupancy of the dedicated collocation space or Premises too costly, the parties shall negotiate the responsibility for the cost(s) of preparing the new dedicated collocation space at the new location. In all other instances, SBC-13STATE shall be responsible for any reasonable preparation costs where it determines it necessary for Dedicated Collocation Space to be moved.</u>	If SBC’s building is condemned, Level 3 shouldn’t have to pay. Level 3 isn’t the insurer. SBC is responsible for the building.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 5.5	Space Availability	<u>In any Premise in which all options for Physical Collocation offered by SBC-13STATE have been exhausted, SBC-13STATE shall not be permitted to provide additional space in that Premise for any of its affiliates.</u>	SBC should not be able to improperly discriminate against CLECs to the advantage of its own affiliates in the allocation of collocation space.	Unknown.
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18	PC 5.10	Space Availability	<u>At the request of the applicable state commission or Level 3, SBC-13STATE shall remove any obsolete and unused equipment (e.g., “retired in-place”) from its premises.</u>	SBC should be obligated, pursuant to a Commission order, to free up collocation space that is not otherwise being productively and lawfully used.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 7.3	Dedicated Collocation Space Charges Physical Collocation Application	<u>Recurring/Non-Recurring charges – Level 3 shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific tariffs or the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this ICA unless modified upon re-negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.</u>	Level 3 believes it should have the benefit of state tariffed pricing.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 7.3.1	Dedicated Collocation Space Charges Physical Collocation Application	<u>ICBs - An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific rate element does not exist in a tariff or the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (“BFR”) process used to request UNEs or other unique items not contained in a Level 3’s ICA. The ICB will be subject to true-up one hundred-twenty (120) days following the job completion date.</u>	Level 3’s language more accurately reflects the arrangements contemplated and the law.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 8.1	Use of Dedicated Collocation Space	<u>Nature of Use - The Dedicated Collocation Space is to be used by Level 3 for purposes of collocating equipment and facilities, pursuant to 47 U.S.C. 251(c)(6) and all applicable state and federal laws, regulations, orders, and awards of the FCC and applicable state commission, and for obtaining access to SBC-13STATE’s UNEs, pursuant to 47 U.S.C. 251 (c)(3) and all applicable state and federal laws, regulations, and orders of the FCC. Consistent with the nature of the Premises and the environment of the Dedicated Collocation Space, Level 3 shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocation shall be permitted on the Premises or on the grounds surrounding the Building.</u>	Level 3’s language more accurately reflects the arrangements contemplated and the law.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 8.2	Use of Dedicated Collocation Space	<u>Level 3 shall have access to SBC-13STATE’s Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other SBC-13STATE equipment or facilities consistent with Level 3’s rights pursuant to 47 U.S.C. 251(c)(6) and all applicable state and federal laws, regulations, orders, and awards of the FCC and applicable state commission.</u>	Level 3’s language more accurately reflects the arrangements contemplated and the law.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 8.11	Use of Dedicated Collocation Space	<u>This Appendix and the Collocation arrangements provided hereunder are made available subject to and in accordance with the applicable state and federal law, the other terms and conditions of the parties’ agreement and, the following (to the extent the following do not conflict with the applicable law and the other terms and conditions of this Agreement, and are commercially reasonable).</u>	Both Parties should be subject to – and acknowledge – the pre-eminence of federal and state law as governing the terms and conditions of this section.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 10.3	Testing and Acceptance	<u>All installations of equipment must be in accordance with the SBC-13STATE TP76300MP or such other “standards and requirements for equipment and facility installations as may apply and subject to review by an SBC-13STATE maintenance engineer for compliance. Should SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, Level 3 or its SBC-13STATE-Approved Vendor must correct non-compliant items and schedule an additional review audit after corrective work has been performed.</u>	Level 3 should be permitted to comply with industry or commission – ordered standards. SBC cannot be the sole determinant of standards for equipment and facilities. For example, FCC rules permit carriers to collocate equipment that complies with NEBS Level 3 safety requirements, but this provision gives SBC the unilateral right to reject equipment on any grounds it desires.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 14.1.6	Limitation of Liability	<u>When Level 3 is provided service under this Appendix, SBC-13STATE shall be indemnified, defended and held harmless by Level 3 against any claim, loss or damage arising from Level 3’s end user’s use of services offered under this Appendix, involving:</u>	Level 3’s language more accurately reflects the relationship of the parties contemplated and the law.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
18	PC 14.1.7	Limitation of Liability	<u>When Level 3 is provided service under this Appendix, Level 3 shall be indemnified, defended and held harmless by SBC13-state against any claim, loss or damage arising from SBC13-state’s end user’s use of services offered under this Appendix, involving:</u>	Level 3 believes that indemnity provisions should be reciprocal for claims arising out of SBC’s end users’ use of services offered under this appendix.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 14.1.7.1	Limitation of Liability	<u>Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer’s own communications;</u>	Level 3 believes that indemnity provisions should be reciprocal for claims arising out of SBC’s end users’ use of services offered under this appendix.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
18	PC 14.1.7.2	Limitation of Liability	<u>Claims for patent infringement arising from the customer’s acts combining or using the service furnished by SBC-13STATE in connection with facilities or equipment furnished by the customer; or</u>	Level 3 believes that indemnity provisions should be reciprocal for claims arising out of SBC’s end users’ use of services offered under this appendix.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 14.1.7.3	Limitation of Liability	<u>All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.</u>	Level 3 believes that indemnity provisions should be reciprocal for claims arising out of SBC’s end users’ use of services offered under this appendix.	Unknown.
			<u>SBC PROPOSAL</u>		
18	PC 15.1	Indemnificat ion of SBC 13STATE	<u>The parties’ conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.</u>	Level 3 is of the opinion that all of the Parties’ activities under the agreement should be governed by the indemnity provision.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
18	PC 21		<u>The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.</u>		Unknown.
			<u>SBC PROPOSAL</u>		
GT 3	ES 2.1 through 2.12	Definitions	<u>The definitions have been moved to the definitions section of General Terms and Conditions.</u>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
ES 1	ES 3.2.2		SBC-13STATE will forward the calling party number (ANI) it receives from LEVEL 3 LEVEL 3 and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. <u>For an ANI failure SBC will route call to the “default” ESN associated with the 911trunk group.</u> If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC-13-STATE will report this “No Record Found” condition to the LEVEL 3 in accordance with NENA standards.	Where there is an ANI failure, SBC should default route the call to the appropriate Emergency Services Number as it would on its own network.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
ES 2	ES 4.2.11	Facilities and Trunking	<u>LEVEL 3</u> is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to <u>CLEC’s demarcation Point(s) between the Parties’ networks.</u> (for example, collocation, SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the on its side of the Parties’ network demarcation Point(s). <u>(for example, collocation).</u> Level 3 is responsible for advising SBC-13STATE of the circuit identification to the extent that SBC 13STATE has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to Level 3 if no defect is found in SBC-13STATE’s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.	Level 3’s language more accurately reflects the arrangements contemplated, the responsibilities between the Parties and the law.	Unknown.
			<u>SBC PROPOSAL</u>		
	ES 11.1		<u>The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.</u> Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language proposed by SBC is necessary to clarify the intent of the parties’ agreement.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			interconnection, service and network element provided hereunder; definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE	Heading on Page 3 before Section 1/Intro duction begins		APPENDIX LAWFUL UNES <u>ARE REQUIRED FOR LAWFUL COMPETITION</u> (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)		
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 1.1	Introduction	This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC LEVEL 3 with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC LEVEL 3 of a Telecommunications <u>and other</u> Services (Act, Sections 251(e)(3), 252 and 271 and applicable state law). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.	Level 3 does not believe it must waive its rights under the Act to obtain access to UNES.	There are certain UNES that SBC has been forced to provide that are not lawfully required.
			<u>SBC PROPOSAL</u>		

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GT-3	UNE 1.2	Introduction	SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.3		SBC 2STATE — As used herein, SBC 2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.4		<u>SBC 4STATE</u> — As used herein, <u>SBC 4STATE</u> means <u>Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.</u>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.5		<u>SBC 7STATE</u> — As used herein, <u>SBC 7STATE</u> means <u>SBC SOUTHWEST REGION 5 STATE, SBC CALIFORNIA and SBC NEVADA,</u> the applicable SBC-owned ILEC(s) doing business in <u>Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.</u>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.6		<u>SBC 8STATE</u> As used herein, <u>SBC 8STATE</u> means <u>SBC SOUTHWEST REGION 5 STATE</u>, <u>SBC CALIFORNIA</u>, <u>SBC NEVADA</u> and <u>SBC CONNECTICUT</u> the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.7		<u>SBC 10STATE</u> As used herein, <u>SBC 10STATE</u> means <u>SBC SOUTHWEST REGION 5 STATE</u> and <u>SBC MIDWEST REGION 5 STATE</u> an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.8		<u>SBC 12STATE</u> As used herein, <u>SBC 12STATE</u> means <u>SBC SOUTHWEST REGION 5 STATE, SBC MIDWEST REGION 5 STATE, SBC 2STATE</u> the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.9		<u>SBC 13STATE</u> As used herein, <u>SBC 13STATE</u> means <u>SBC SOUTHWEST REGION 5 STATE, SBC MIDWEST REGION 5 STATE, SBC 2STATE</u> and <u>SBC CONNECTICUT</u> the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.10		<u>SBC ARKANSAS</u> — As used herein, <u>SBC ARKANSAS</u> means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.11		<u>SBC CALIFORNIA</u> — As used herein, <u>SBC CALIFORNIA</u> means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.12		<u>SBC CONNECTICUT</u> — As used herein, <u>SBC CONNECTICUT</u> means <u>The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.</u>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.13		<u>SBC KANSAS</u> — As used herein, <u>SBC KANSAS</u> means <u>Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.</u>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.14		<u>SBC ILLINOIS</u> — As used herein, <u>SBC ILLINOIS</u> means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.15		<u>SBC INDIANA</u> — As used herein, <u>SBC INDIANA</u> means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.16		<u>SBC MICHIGAN</u> — As used herein, <u>SBC MICHIGAN</u> means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.17		<u>SBC MIDWEST REGION 5 STATE</u> — As used herein, <u>SBC MIDWEST REGION 5 STATE</u> means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.18		<u>SBC MISSOURI</u> — As used herein, <u>SBC MISSOURI</u> means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.19		<u>SBC NEVADA</u> — As used herein, <u>SBC NEVADA</u> means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.20		SBC OHIO — As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC owned ILEC doing business in Ohio.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.21		SBC OKLAHOMA — As used herein, SBC OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC owned ILEC doing business in Oklahoma.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.22		<u>SBC SOUTHWEST REGION 5 STATE</u> As used herein, <u>SBC SOUTHWEST REGION 5 STATE</u> means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	UNE 1.23		<u>SBC TEXAS</u> As used herein, <u>SBC TEXAS</u> means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC owned ILEC doing business in Texas.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	UNE 1.24		<u>SBC WISCONSIN</u> As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC owned ILEC doing business in Wisconsin.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms and Conditions to avoid potential conflict.	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -2	UNE		<p>Level 3 proposes to strike the term “Lawful” from all of the following sections of this UNE Appendix:</p> <p>1.1, 2.1, 2.6, 2.7, 2.7.3, 2.7.4, 2.7.5, 2.7.7,2.7.8, 2.7.10, 2.8-2.10, 2.13.1, 2.13.3, 2.14, 2.14.1-2.14.3, 2.14.3.1.1, 2.14.3.2, 2.14.4, 2.14.4.1, 2.14.5, 2.14.5.2, 2.15, 2.15.1, 2.16, 2.16.1-2.16.3.6, 2.16.4, 2.16.4.1, 2.16.5, 2.17, 2.17.1, 2.17.3, 2.17.5, 2.17.5.1, 2.18.1, 2.18.2, 2.18.4.1, 2.18.5-2.18.8, 2.19, 2.19.1, 2.19.2, 2.19.7.4, 2.20-2.22, 3.1-3.3, 3.3.4-3.3.6, 3.3.8, 4.1.3, 4.17, 6.3.1, 6.4.2, 6.4.2.1-6.4.2.3, 7.1-7.9, 8.0, 8.1-8.3, 8.3.4-8.3.5, 8.8.4, 8.5, 8.5.1-8.5.6, 9.1-9.4, 9.6-9.12, 9.12.1-9.12.6, 9.12.8, 9.12.9, 9.11-9.12, 9.13, 9.14.2, 9.15, 9.15.1, 9.15.1.3-9.15.1.6, 9.15.2, 9.16, 9.16.1, 9.16.2, 10.2, 10.3-10.3.1, 10.3.6, 10.4.1.1-10.4.1.3, 10.4.2.3, 10.5, 13.0-13.2.1, 13.3, 13.3.1-13.3.4, 13.3.5-13.3.5.1, 14.0-14.4, 14.4.1, 14.5.1, 14.6.1, 14.6.1.2, 14.6.1.2, 14.6.2, 14.7, 14.7.1-14.7.3, 14.8.1-14.8.3, 14.9-14.9.2, 14.10, 18.1-18.2, 8.4-18.14, 19.1-19.8.1, 19.13.1-19.13.2</p>	The term “Lawful” does not appear in the Act or FCC rules.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.1	Terms and Conditions	<u>Lawful UNEs and Declassification.</u> This Agreement sets forth the terms and conditions pursuant to which <u>SBC-13STATE</u> will provide <u>CLECLEVEL 3</u> -with access to unbundled network elements under <u>Section 251(e)(3) of</u> the Act in <u>SBC-13STATE</u> 's incumbent local exchange areas for the provision of Telecommunications Services by <u>CLECLEVEL 3</u> ; <u>provided, however, that notwithstanding any other provision of the Agreement, SBC-13STATE shall be obligated to provide UNEs only to the extent required by Section 251(e)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(e)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC-13STATE is required to provide pursuant to Section 251(e)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as “Lawful UNEs.”</u>	Level 3 does not believe it must waive its rights under the Act to obtain access to UNEs.	Same as above.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.1.1	Terms and Conditions	A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required <u>under Applicable Law and subject to the change of law provisions contained in the General Terms and Conditions of this Agreement. by Section 251(e)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.</u> Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “ Declassified .”	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	Same as above.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.1.2	Terms and Conditions	<u>Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified may no longer be required, upon or by (a) the issuance of the mandate in <i>United States Telecom Association v. FCC</i>, 290 F.3d 415 (D.C. Cir. 2002) (“USTA I”); or (b) operation of the <i>Triennial Review Order</i> released by the FCC on August 21, 2003 in CC Docket Nos. 01-338, 96-98 and 98-147 (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003, including rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance of the mandate in the D.C. Circuit Court of Appeals’ decision, <i>United States Telecom Association v. FCC</i>, Case No. 00-1012 (D.C. Cir. 2004) (“USTA II”); or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that SBC 13STATE is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(e)(3) of the Act. By way of example only, a network element can cease to be a Lawful UNE or be Declassified on an element-specific, route-specific or geographically specific basis or a class of elements basis. Under any scenario, Section 2.5 “Transition Procedure” shall apply.</u>		Same as above.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.1.2.1	Terms and Conditions	By way of example only, and without limitation, network elements that are Declassified include at least the following: (i) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the definition of unbundled dedicated transport or dark fiber set forth in the FCC’s <u>lawful</u> and applicable rules (including, but not limited to entrance facilities and Dedicated Transport at any level other than DS1 and DS3); (ii) DS1 Dedicated Transport, DS3 Dedicated Transport, DS1 Loop, DS3 Loop, or Dark Fiber Transport on a route(s) or in an area as to which it is determined that requesting Telecommunications Carriers are not impaired without access to such elements; (iii) Local Switching for Enterprise Customers (as defined in Section 11 of this Appendix); (iv) Local Switching for Mass Market Customers (as defined in Section 11 of this Appendix) in any market in which it is determined that requesting Telecommunications Carriers are not impaired without access to such element; (v) to the extent it constitutes a <u>Lawful</u> UNE, Local Switching subject to the FCC’s four line carve-out rule as described in <u>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</u>, CC Docket No. 96-98, 15 FCC Red 3822-31 (1999), per 47 CFR § 51.319(d)(3)(ii); (vi) OCn Loops and OCn Dedicated Transport; (vii) the Feeder portion of the Loop; (viii) Line Sharing; (ix) an EEL that does not meet the Mandatory Eligibility Criteria set forth in Section 2.19 of this Appendix; (x) any Call Related Database, other than the 911 and E911 databases, that is not provisioned in connection with CLEC’s use of <u>SBC 13STATE’s Lawful</u> ULS for Mass Market Customers (as defined in Section 11 of this Appendix); (xi) SS7		Same as above.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			signaling that is not provisioned in connection with CLEC’s use of <u>SBC-13STATE</u>’s <u>Lawful</u> UNE Local Switching for Mass Market Customers (as defined in Section 11 of this Appendix), to the extent Local Switching for Mass Market Customers constitutes a <u>Lawful</u> UNE; (xii) Packet switching, including routers and DSLAMs; (xiii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities; (xiv) Fiber to the Home Loops (as defined in 47 CFR 51.319(a)(3)) (“FTTH Loops”), except to the extent that <u>SBC-13STATE</u> has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case <u>SBC-13STATE</u> will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop on an unbundled basis; or (xv) any element or class of elements as to which a general determination is made that requesting Telecommunications Carriers are not impaired without access to such element or class of elements; and		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.1.2.2	Terms and Conditions	<u>Pursuant to USTA II, at least the following elements are <i>also</i> Declassified, as of the issuance of the USTA II mandate: (i) DS1 and DS3 dedicated transport; (ii) DS1 and DS3 loops; (iii) dedicated transport and loop dark fiber; and (iv) Local Switching for Mass Market Customers as defined in Section 11.2.</u>	Level 3 does not agree with SBC’s interpretation of USTA II. This is not what the court said.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	2.1.2.3	Terms and Conditions	<u>At a minimum, at least the items set forth in this Section 2.1 shall not constitute Lawful UNEs under this Agreement</u>	Level 3 does not agree with SBC’s interpretation of USTA II. This is not what the court said	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.1.3	Terms and Conditions	It is the Parties’ intent that <u>only Lawful</u> UNEs shall be available under this Agreement; <u>accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be “Lawful,” the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1.</u>	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.1.4	Terms and Conditions	By way of example only, if terms and conditions of this Agreement state that <u>SBC 13STATE</u> is required to provide a <u>Lawful</u> UNE or <u>Lawful</u> UNE combination or other arrangement including a “<u>Lawful</u> UNE Dedicated Transport,” and Dedicated Transport is Declassified or is otherwise no longer a <u>Lawful</u> UNE, then <u>SBC 13STATE</u> shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.		The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -3	UNE 2.2	Terms and Conditions	Nothing contained in the Agreement shall be deemed to constitute consent by <u>SBC 13STATE</u> that any item identified in this Agreement as a UNE, network element or <u>Lawful</u> UNE is a network element or UNE under Section 251(e)(3) of the Act, as determined by <u>lawful</u> and effective FCC rules and associated <u>lawful</u> and effective FCC and judicial orders, that <u>SBC 13STATE</u> is required to provide to CLEC alone, or in combination with other network elements or UNEs (<u>Lawful</u> or otherwise), or commingled with other network elements, UNEs (<u>Lawful</u> or otherwise) or other services or facilities.	This language is redundant in light of Section 20 which completely provides for reservation of rights.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.3	Terms and Conditions	The preceding includes without limitation that <u>SBC-13STATE</u> shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving <u>SBC-13STATE</u> network elements that do not constitute <u>Lawful</u> UNEs, or where <u>Lawful</u> UNEs are not requested for permissible purposes.		The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -4	UNE 2.4	Terms and Conditions	Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or <u>Lawful</u> UNE in this Agreement is Declassified or is otherwise no longer a <u>Lawful</u> UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.	Change of law provisions in GT&C fully and adequately address each Parties’ rights to take positions relative to ILEC unbundling obligations.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -4, UNE -1	UNE 2.5	Terms and Conditions	<u>Transition Procedure.</u> To the extent a network element is no longer required, pursuant to 2.1.1, SBC-13STATE must first comply with all applicable state or federal transition requirements prior to discontinuing the provision or maintenance of such UNE. <u>SBC-13STATE</u> shall only be obligated to provide <u>Lawful</u> UNEs under this Agreement. To the extent an element described as a <u>Lawful</u> UNE or an unbundled network element in this		The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p>Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC-13STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the SBC-13STATE notice letter referenced in this Section 2.5. SBC-13STATE reserves the right to audit the CLEC orders transmitted to SBC-13STATE and to the extent that the CLEC has processed orders and such orders are provisioned after this 30 day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and SBC-13STATE’s rights of discontinuance or conversion in the event the options are not accomplished. During such 30 day transitional period, the following options are available to CLEC with regard to the element(s) identified in the SBC-13STATE notice, including the combination or other arrangement in which the element(s) were previously</p>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p><u>provided:</u></p> <p style="padding-left: 40px;">(a)CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or</p> <p style="padding-left: 40px;">(b)SBC 13STATE and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market based rates or resale), or may agree that an analogous access product or service may be substituted, if available.</p> <p style="padding-left: 80px;">i. In the case of UNE-P, the substitute product or service shall be Resale; and</p> <p style="padding-left: 80px;">ii.i. In the case of loops and transport, the substitute product or service shall be the analogous access product, if available.</p> <p><u>Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and if CLEC and SBC 13STATE</u></p>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			have failed to reach agreement, under (b), above, as to a substitute service arrangement or element, then <u>SBC-13STATE</u> may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.		
			<u>SBC PROPOSAL</u>		
UNE -1, UNE -4	UNE 2.5.1	Terms and Conditions	The provisions set forth in this Section 2.5 “Transition Period” are self effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 2.5 “Transition Period” governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.		Same as above.
			<u>SBC PROPOSAL</u>		

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UNE -1, UNE -4	UNE 2.5.2	Terms and Conditions	Notwithstanding anything in this Agreement or in any Amendment, <u>SBC-13STATE</u> shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a <u>Lawful</u> UNE. The preceding includes without limitation that <u>SBC-13STATE</u> shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving <u>SBC-13STATE</u> network elements that do not constitute <u>Lawful</u> UNEs, or where <u>Lawful</u> UNEs are not requested for permissible purposes.		Same as above.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7	Terms and Conditions	<u>SBC-13STATE</u> will provide CLEC <u>LEVEL 3</u> nondiscriminatory access to <u>Lawful</u> UNEs (SBC agrees that it must discharge these duties in compliance with <u>Applicable Law</u> including but not limited to the following: Act, Section 251(c)(3), Act , and Section 271(c)(2)(B)(ii); 47 CFR § 51.307(a)):	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	Same as above.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.7.1	Terms and Conditions	At any technically feasible point <u>within its network</u> (Act , (SBC agrees that it <u>must discharge these duties in compliance with Applicable Law including but not limited the following: Act</u> , Section 251(c)(3); 47 CFR § 51.307(a));	Level 3’s language more accurately reflects the law and the arrangement contemplated.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.2	Terms and Conditions	At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act , (SBC agrees that it <u>must discharge these duties in compliance with Applicable Law including but not limited to the following: Act</u> , -Section 251(c)(3); 47 CFR § 51.307(a));	Level 3’s language more accurately reflects the law and the arrangement contemplated.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.3	Terms and Conditions	In a manner that allows CLEC <u>LEVEL 3</u> to provide a <u>any</u> Telecommunications Service that may be offered by means of that Lawful UNE (Act , (SBC agrees that it <u>must discharge these duties in compliance with Applicable Law including but not limited to the following: Act</u> , Section 251(c)(3); 47 CFR § 51.307 (c));	Level 3 does not agree with SBC’s interpretation of USTA II. This is not what the court said. The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.4	Terms and Conditions	In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47-CFR (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.307(d));	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.5	Terms and Conditions	With technical information regarding SBC-13STATE 's network facilities to enable CLEC LEVEL 3 to achieve access to Lawful UNEs (47-CFR (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.307(e));	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.7.6	Terms and Conditions	Without limitations, restrictions, or requirements on requests that would impair CLEC <u>LEVEL 3</u> ’s ability to provide a Telecommunications Service in a manner it intends (47 CFR (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(a));	Level 3’s language more accurately reflects the law and the arrangement contemplated. The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.7	Terms and Conditions	In a manner that allows CLEC <u>LEVEL 3</u> purchasing access to Lawful UNEs to use such Lawful UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(b));	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.7.8	Terms and Conditions	Where applicable, terms and conditions of access to <u>Lawful</u> UNEs shall be no less favorable than terms and conditions under which <u>SBC-13STATE</u> provides such elements to itself (47 CFR- (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.313(b)).	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.9	Terms and Conditions	Only to the extent it has been determined that these elements are required by the “necessary” and “impair” standards of the Act (Act, Section 251(d)(2)).	Level 3 does not agree with SBC’s interpretation of USTA II. This is not what the court said	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.7.10	Terms and Conditions	Except upon request of CLEC LEVEL 3, <u>SBC-13STATE</u> shall not separate CLEC LEVEL 3-requested <u>Lawful</u> UNEs that <u>the ILEC are</u> currently combined. (47 CFR- (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act 47 CFR § 51.315(b)) <u>SBC-13STATE</u> is not prohibited from or otherwise limited in separating any <u>Lawful</u> UNEs not requested by CLEC LEVEL 3 or a Telecommunications Carrier, including without limitation in order to provide a <u>Lawful</u> UNE(s) or other <u>SBC-13STATE</u> offering(s).	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.8	Terms and Conditions	As provided for herein, SBC-13STATE will permit CLEC <u>LEVEL 3</u> exclusive use of an Lawful <u>UNE- unbundled network</u> facility for a period of time, and when CLEC <u>LEVEL 3</u> is purchasing access to a feature, function, or capability of such a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(c)).	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.9	Terms and Conditions	SBC-13STATE will maintain, repair, or replace Lawful UNEs (47 CFR (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(c)) as provided for in this Agreement	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
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UNE -1	UNE 2.10	Terms and Conditions	Where technically feasible, the quality of the <u>Lawful</u> UNE and access to such <u>Lawful</u> UNE shall be at least equal to what <u>SBC-13STATE</u> provides itself or any subsidiary, affiliate, or other party <u>(47 CFR- (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.311(a), (b)).</u>	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -3	UNE 2.12	Terms and Conditions	Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of SBC-13STATE.	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.13.1	Performance of UNEs	2.13.1 Each <u>Lawful</u> UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion. <u>state performance guidelines, industry standard guidelines or based upon SBC’s provisioning to its own retail and special access customers, whichever metric provides the shortest provisioning times with the highest rate of orders met.</u>	Cite to 47 CFR <u>§</u> 51.311(b)	SBC should be required to provide only those UNEs that are prescribed in its technical manuals.

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			<u>SBC PROPOSAL</u>		
UNE -2	UNE 2.13.2		Nothing in this Appendix will limit either Party’s ability to modify its network through the incorporation of new equipment, new software or otherwise <u>subject to Applicable Law</u> . Each Party <u>SBC 13STATE</u> will provide the other Party written notice of any upgrades in its network which will materially impact the other Party’s service consistent with 47 CFR § 51.325.	Level 3 ,as a CLEC, has not such obligation to inform SBC, the ILEC, of any upgrades in its network which will materially impact the other Party’s service consistent with 47 CFR § 51.325	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -5	UNE 2.13.3		<u>SBC-13STATE</u> may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, <u>SBC may not be able to provision CLEC orders for Lawful</u> UNEs (<i>i.e.</i> <u>actually physically connect them</u>) from that <u>such</u> switch. <u>Accordingly, SBC will provide LEVEL 3 at least sixty (60) days’ advance notice of its intent to convert any switch and shall notify LEVEL 3 according to appropriate federal regulations including but not limited to 47 CFR §§ 51.325, 327, and 329. During the period when SBC is physically accomplishing the switch conversion, it may suspend provisioning UNEs shall be suspended</u> for a period of <u>no more than</u> three days prior and one day after the conversion date, consistent with the <u>minimum</u> suspension <u>period</u> <u>SBC-13STATE</u> places <u>or would place</u> on itself for orders from its End Users <u>or Access customers or orders from any SBC-13STATE affiliate</u>	SBC will have sufficient advance knowledge of the work contemplated by this Section to provide advance notice to Level 3 to ensure that there be as little disruption in Level 3’s business activities as possible – and to allow Level 3 to plan accordingly.	SBC should be permitted to conduct switch conversions without interference from CLECs.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
C	UNE 2.14.1	Conditions for Access to UNEs	<u>2.14.1</u> By agreeing to below, Level 3, under no conditions or circumstances agrees with or explicitly or implicitly waives its rights to object to SBC’s interpretation or to assert Level 3’s rights to access unbundled network elements according to Applicable Law including but not limited to previous FCC orders, including but not limited to the Third Report and Order on Local Competition, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, 15 FCC Rcd 3696 (1999) and Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. Dec. 9, 1999) or to assert any claim as to the scope and effectiveness of the DC Circuit’s order or that UNE unbundling obligations are not voidable at the will of SBC, or any other violation of Applicable Law including but not limited to the federal Telecommunications Act of 1996 as amended as well as the federal Administrative Procedures Act, as amended.	Level 3 should be afforded the right to explicitly reserve its rights.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.14.2	Conditions for Access to UNEs	In order to access and use <u>Lawful</u> UNEs, <u>CLEC</u> <u>LEVEL 3</u> must be a Telecommunications Carrier (Section 251(c)(3), and must use the <u>Lawful</u> UNE(s) for the provision of a Telecommunications <u>or other</u> Service (Section 251(c)(3)) <u>or as required by Applicable Law, including state law, such as, for example, where a state requires unbundling under state law, subject to the change of Law provisions contained in the General Terms and Conditions of this Agreement. Together, these conditions are the “Statutory Conditions” for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify SBC-13STATE immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify SBC-13STATE shall constitute material breach of this Agreement.</u>	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law. Furthermore, Level 3 should be afforded the opportunity to exercise its rights under state law and/or as the result of any change in law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.3	Conditions for Access to UNEs	Other conditions to accessing and using any <u>Lawful</u> UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may <u>or may not</u> be applicable under lawful and effective Applicable Law, including but not limited to the Act, FCC rules <u>or FCC interim rules, or where a state establishes independent grounds for requiring unbundling and associated lawful and effective FCC and judicial orders (“Qualifying Services Conditions”)</u> and will also apply, as follows:	Level 3 does not agree with SBC’s interpretation of USTA II. This is not what the court said.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -1, UNE -4	UNE 2.14.3.1. 1	Conditions for Access to UNEs	“Qualifying Service” is defined as a Telecommunications Service provided in direct competition with a Telecommunications Service that has been traditionally the exclusive or primary domain of <u>an ILEC SBC-13STATE</u> (e.g., local exchange services such as POTS and local data service, or access services such as xDSL and hi-capacity circuits <u>including but not limited to DS-1 and DS-3 loops, and/or transport and/or loop/transport combinations</u>).	Level 3 does not agree with SBC’s interpretation of USTA II. This is not what the court said.	SBC does not have an obligation to provide loops or transport as UNEs.
			<u>SBC PROPOSAL</u>		
1, UNE -1	UNE 2.14.3.1. 1.1	Conditions for Access to UNEs	<u>For purposes of this Section, “local” means within the SBC-13STATE designated local calling area in which the requested Lawful UNE is provided.</u>	This language is unnecessary and could be subject to misinterpretation re lawful UNEs.	SBC is require to provide UNEs only for local traffic.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.14.3.1. 1.2	Conditions for Access to UNEs	<u>Once a requesting carrier has obtained access to a UNE to provide a qualifying service, as defined above, the carrier may use that UNE to provide any additional services, including non-qualifying telecommunications and information services. Accordingly, by allowing LEVEL 3 to use UNEs to provide multiple services on the condition that they are also used to provide qualifying services will permit LEVEL 3 to create a package of local, long distance, international, information, and other services tailored to the customer. This encourages facilities based competition, rather than reliance upon SBC for resale of services.</u>	The language reflected appropriately reflects the state of the law and Level 3’s ability to utilize UNEs.	Unknown
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.3.1. 2.1	Conditions for Access to UNEs	For purposes of determining whether CLEC is providing the Qualifying Service(s) on a “Common Carrier” basis, the phrase “Common Carrier” shall be interpreted as in <i>National Ass’n. of Regulatory Utility Commissioners v. FCC</i>, 533 F.2d 601, 608-09 (1976) (<i>NARUC II</i>)” (CLEC (1) holds itself out to serve indifferently all potential users, and (2) allows its End Users to transmit intelligence of their own design and choosing).	NARUC II analysis survives the Act at 47USC 153 (46). Accordingly, no need for recitation of this case. Moreover, use of the term “intelligence” in the second prong of NARUC II analysis is no longer relevant to the Act, FCC Rules or state law.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.14.3.1. 2.2	Conditions for Access to UNEs	<u>By way of example only, the self provision of access services used solely as an input to provide a retail interexchange service does <i>not</i> qualify as the provision of exchange access on a Common Carrier basis.</u>	NARUC II analysis survives the Act at 47USC 153 (46). Accordingly, no need for recitation of this case. Moreover, use of the term “intelligence” in the second prong of NARUC II analysis is no longer relevant to the Act, FCC Rules or state law. Additionally this language distorts the FCC statement in ¶153 of the TRO because it is taken out of context.	CLECs may not use UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.3.2	Conditions for Access to UNEs	Where CLEC LEVEL 3 combines Lawful UNEs (including a combination of Lawful UNEs with network elements possessed by CLEC LEVEL 3 or with wholesale services pursuant to Commingling, or otherwise, each as may be permitted under this Agreement <u>or permitted according to Applicable Law</u>), CLEC LEVEL 3 must satisfy the Qualifying Services conditions as to each Lawful UNE used in the particular combination.	Edits are consistent with the FCC’s TRO.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.3.3	Conditions for Access to UNEs	<u>Subject to Applicable Law and change of law provisions in this Agreement,</u> Satisfaction of the Qualifying Service(s) conditions is required in addition to any other eligibility criteria that must also be met. <u>(e.g. for DS1 or DS3 EELs as set forth in Section 2-).</u>		The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.4	Conditions for Access to UNEs	By ordering, accessing or using a <u>Lawful</u> UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise) , with a network element possessed by <u>CLEC LEVEL 3</u> , or otherwise) <u>CLEC LEVEL 3 continuously</u> represents <u>and warrants</u> that it satisfies the Qualifying Service(s) conditions as to the particular <u>Lawful</u> UNE, <u>Lawful</u> UNEs or combination of <u>Lawful</u> UNEs <u>according to Applicable Law.</u> <u>Additionally, CLEC agrees to provide written certification upon SBC 13STATE request identifying</u>	Edits are necessary to make this section consistent with the FCC’s TRO	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.14.3.1 - 2.14.3.3	Conditions for Access to UNEs	<p>2.14.3.1the Telecommunications Service it will provide using the Lawful UNE; and</p> <p>2.14.3.2which core <u>SBC-13STATE</u> service the Telecommunications Service directly competes with by providing a detailed description of the Telecommunications Service that will be provided and by designating the core ILEC service(s) with which it competes.</p> <p>2.14.3.3 This Section 2.14.3 is in addition to any other certification to eligibility criteria that may be required by Section 2.14.4, below, or other provisions hereof.</p>	<p>Edits are necessary to make this section consistent with the FCC’s TRO.</p> <p>This section also requires Level 3 to assume new obligations not found in the FCC Rules.</p>	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.14.4	Conditions for Access to UNEs	<u>SBC-13STATE has no obligation to provide any Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) unless CLEC continuously meets the Statutory Conditions and any lawful and effective Qualifying Services conditions for that Lawful UNE. If CLEC does not meet the Statutory Conditions and any lawful and effective Qualifying Services conditions or, for any reason, stops meeting the Qualifying Services conditions for a particular Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), CLEC shall not request such Lawful UNE or continue using such Lawful UNE.</u>	SBC requirements are contrary to the FCC’s lifting of the commingling restriction in the TRO.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.4.1	Conditions for Access to UNEs	<u>For lawful and effective Qualifying Services conditions, failure to provide accurate certifications that CLEC is providing a Qualifying Service(s) with such Lawful UNE, or to actually provide a Qualifying Service(s) on a “Common Carrier” basis with such Lawful UNE, constitutes a material breach of this Agreement. So long as LEVEL 3 is providing a qualifying service SBC cannot in any way interfere with LEVEL 3’s provision of any other service, whether qualifying or non-qualifying. In other words, once LEVEL 3 has obtained access to a UNE to provide a qualifying service, as defined above, LEVEL 3 may use that UNE to provide any additional services, including non-qualifying telecommunications and information</u>	SBC requirements are contrary to the FCC’s lifting of the commingling restriction in the TRO.	CLEC may not rely on UNEs to carry non-local traffic.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p><u>services. Accordingly, in addition to any other audits or reviews contemplated by this Agreement, SBC-13STATE may request and/or review CLEC’s Qualifying Services certifications at any time, even after the Lawful UNE has been provided to CLEC, and may discontinue providing that Lawful UNE(s) (including a combination(s) (as defined herein) including that Lawful UNE(s)) upon 90 days’ advance written notice to CLEC if CLEC’s certifications indicate that it is not using Lawful UNE(s) to provide Qualifying Services or if CLEC is, in fact, not using Lawful UNE(s) to provide Qualifying Services.</u> Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, <u>CLECLEVEL 3</u> shall fully comply with this Section 2.14 “Qualifying Services Conditions” in all cases and, further, the failure of SBC-13STATE to require such compliance, including if SBC-13STATE provides or continues to provide, access to a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by <u>CLECLEVEL 3</u>, or otherwise), that does not meet the Qualifying Services conditions, including those in this Section 2.14, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. <u>Similarly, CLECs provision of certification that it is providing a “qualifying service” in no way should be construed as a waiver of its objection that any such certification is a per se violation of, <i>inter alia</i>, Sections 251(c)(3) and 201 of the Act.</u></p>		

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			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.14.5	Conditions for Access to UNEs	<u>CLEC may only use a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), to provide a Non-Qualifying Service only to the extent that CLEC is permitted such use of that particular Lawful UNE by FCC rules and orders. Once a CLEC has obtained access to a UNE to provide a qualifying service, as defined above, the CLEC may use that UNE to provide any additional services, including non-qualifying telecommunications and information services. This approach to the use of the network element, which maximizes the use of a network element once an unbundling decision has been made, is most consistent with the concerns raised by the USTA court regarding the "costs" associated with unbundling in the first instance. Once the FCC or a state Commission has determined to impose "the costs associated with mandatory unbundling" upon an incumbent LEC, it would be wasteful for the network element not to be put to its maximum use.</u>		CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.14.5.2	Conditions for Access to UNEs	CLEC LEVEL 3 may not access any <u>Lawful</u> UNE for the sole purpose of providing a Non-Qualifying Service(s) <u>to the extent that the service to which CLEC sought access was non-qualifying at the time CLEC requested the UNE.</u>	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		
UNE -3	UNE 2.16.1	New Combination s Involving UNEs	2.16.1 Subject to the provisions hereof and upon CLEC LEVEL 3’s request, SBC-13STATE shall meet its combining obligations involving <u>Lawful</u> UNEs <u>pursuant to Applicable Law. as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467(May 13, 2002) (“Verizon Comm. Inc.”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.</u>	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	CLEC may not rely on UNEs to carry non-local traffic.
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UNE -1, UNE -3	UNE 2.16.2	New Combination s Involving UNEs	In the no event that shall <u>SBC-13STATE</u> denies a <u>reasonable LEVEL 3</u> request to perform the functions necessary to combine <u>Lawful</u> UNEs or to perform the functions necessary to combine <u>Lawful</u> UNEs with elements possessed by CLEC <u>LEVEL 3</u> , <u>so long as such request complies with Applicable Law. To the extent that SBC-13STATE believes it has a good faith basis for disputing such combination it shall within five (5) days of rejecting any such LEVEL 3 request,</u> provide written notice to CLEC <u>LEVEL 3</u> of such denial and the basis thereof <u>and will send a copy of such letter to the relevant personnel of the jurisdictional state commission.</u> Any dispute over such denial shall may be addressed using the dispute resolution procedures applicable to this Agreement <u>or under the applicable procedures of the state or federal jurisdiction.</u> In any dispute resolution proceeding, <u>SBC-13STATE</u> shall have bear the burden <u>of proving to prove</u> 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 2.16 of this Appendix.	Level 3 should continue to have available to it UNEs pursuant to applicable law and by means of a reasonable process.	CLEC should not be able to obtain use of a UNE until it establishes that said use would be lawful.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -3	UNE 2.16.3.3	New Combination s Involving UNEs	The Parties acknowledge that the United States Supreme Court in <i>Verizon Comm. Inc.</i> relied on the distinction between an incumbent local exchange carrier such as <u>SBC-13STATE</u> being required to perform the functions necessary to combine <u>Lawful</u> UNEs and to combine <u>Lawful</u> UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, <u>SBC-13STATE</u> is willing to perform the actions necessary to also complete the actual physical combination for those new <u>Lawful</u> UNE combinations set forth in the Schedule(s) — <u>Lawful</u> UNE Combinations to this Appendix, subject to the following	SBC’s statement of the position is unnecessary. Level 3 should not be required to adopt SBC’s policy statements.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -3	UNE 2.16.3.3. 1	New Combination s Involving UNEs	Section 2.16, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, <u>SBC-13STATE</u> from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to <i>Verizon Comm. Inc.</i>, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by <u>SBC-13STATE</u>. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect <u>SBC-13STATE</u> from taking any position with respect to combinations including <u>Lawful</u> UNEs or any issue or subject addressed or related thereto.	SBC’s statement of the position is unnecessary Level 3 should not be required to adopt SBC’s policy statements. .	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -3, UNE -4	UNE 2.16.3.3. 2	New Combination s Involving UNEs	Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC’s combining obligations, <u>SBC-13STATE</u> shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.16.3.3.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.16.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence	SBC’s statement of the position is unnecessary Level 3 should not be required to adopt SBC’s policy statements.	

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -3, UNE -4	UNE 2.16.3.3. 3	New Combination s Involving UNEs	Without affecting the application of Section 2.16.3.3.2 (which shall apply in accordance with its provisions), upon notice by <u>SBC-13STATE</u>, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any <u>SBC-13STATE</u> obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time	SBC’s statement of the position is unnecessary Level 3 should not be required to adopt SBC’s policy statements.	The parties should renegotiate changes in the parties’ obligations.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1, UNE -3	UNE 2.16.3.4	New Combination ns Involving UNEs	A new Lawful UNE combination listed on a Schedule Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.	Affirmative language as to the availability of ordering systems is more appropriate.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.16.3.5	New Combination ns Involving UNEs	For a new Lawful UNE combination listed on a Schedule — Lawful UNE Combinations, CLEC <u>LEVEL 3</u> shall issue appropriate service requests. <u>SBC 13STATE will process these requests and charge LEVEL 3 the applicable</u> These requests will be processed by SBC 13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.	Rewording to make SBC obligations clear.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.16.3.6	New Combination s Involving UNEs	<p>Upon notice by <u>SBC-13STATE</u>, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by <u>SBC-13STATE</u> in providing the new Lawful UNE combinations set forth in Schedule(s) —Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.5. For any such work done by <u>SBC-13STATE</u> under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. <u>To the extent that SBC has developed fees for any work performed for any other CLEC, SBC will share the rates, terms and conditions of performing such work with CLEC and will offer to Level 3 the opportunity to perform such same work at the same rates, terms and conditions as it has provided for other CLECs.</u> For any such work that is not so required to be done by <u>SBC-13STATE</u>, any such fee(s) shall be at a market-based <u>state commission approved</u> rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time</p>	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.16.4	New Combination s Involving UNEs	In accordance with and subject to the provisions of this Section 2.16, any request not included in Section 2.16.3 in which CLEC LEVEL 3 wants SBC-13STATE to perform the functions necessary to combine Lawful -UNEs or to perform the functions necessary to combine Lawful -UNEs with elements possessed by CLEC LEVEL 3 (as well as requests where CLEC LEVEL 3 also wants SBC-13STATE to complete the actual combination), shall be made by CLEC LEVEL 3 in accordance with the bona fide request (BFR) process set forth in this Agreement <u>except where SBC has already developed rates, terms and conditions for another CLEC, at which point, neither the BFR process nor the BFR rates shall apply. Moreover, SBC shall share with CLEC any and all rates terms and conditions regarding such BFRs with CLEC upon request.</u>	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.16.4.2	New Combination s Involving UNEs	In addition to any other applicable charges, CLEC LEVEL 3 shall be charged a reasonable cost-based fee for any combining work done by SBC-13STATE under Section 2.16.1. <u>that is not already recovered in UNE rates or no fee will be charged where SBC-13STATE is otherwise required to provide such work without additional charges.</u> Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-13STATE ’s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC LEVEL 3 requests SBC-13STATE to perform work not required by Section 2.16.1, CLEC LEVEL 3 shall be charged a market-based-state commission approved rate for any such work	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.16.5	New Combination s Involving UNEs	Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.16 apply only in situations where each of the following is met:	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.16.5.1, 2.16.5.1.1	New Combination ns Involving UNEs	2.16.5.1 it is technically feasible, including that network reliability and security would not be impaired; <u>2.16.5.1.1 Where SBC13 STATE denies a request to combine elements it must prove to the state commission that the requested combination is not technically feasible.</u>	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.16.5.2 - 2.16.5.5	New Combination ns Involving UNEs	2.16.5.2 SBC 13STATE’s ability to retain responsibility for the management, control, and performance of its network would not be impaired; <u>2.16.5.3 SBC 13STATE would not be placed at a disadvantage in operating its own network;</u> 2.16.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with <u>SBC-13STATE</u> ’s network; and 2.16.5.5 CLEC is <u>2.16.5.5.1 unable to make the combination itself; or</u> <u>2.16.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.16.5.5 ceases if SBC 13STATE informs CLEC of such need to combine.</u>	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	SBC may need the ability to discontinue the availability of a UNE.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.16.6, 2.16.6.1, 2.16.6.2	New Combination s Involving UNEs	2.16.6 For purposes of Section 2.16.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation: 2.16.6.1 at an <u>SBC 13STATE</u> premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement; 2.16.6.2 for <u>SBC CALIFORNIA</u> only, within an adjacent location arrangement, if and as permitted by this Agreement.	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	SBC may need the ability to discontinue the availability of a UNE.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.16.7	New Combination s Involving UNEs	Section 2.16.5.5 shall only begin to apply thirty (30) days after notice by <u>SBC 13STATE</u> to CLEC. Thereafter, <u>SBC 13STATE</u> may invoke Section 2.16.5.5 with respect to any request for a combination involving Lawful UNEs	Level 3 proposal ensures SBC treats charges on a discriminatory basis.	SBC may need the ability to discontinue the availability of a UNE.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1, UNE -4	UNE 2.17	Conversion of Wholsale Service to UNEs	Upon the issuance of the Court’s mandate in USTA II, and in the absence of lawful and effective FCC rules or orders requiring conversion of wholesale services to Lawful UNEs, SBC-13STATE is not obligated to convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs. If lawful and effective FCC rules or orders require conversion of wholesale services to Lawful UNEs, such conversion(s) shall be provided as follows:	Unnecessary provisions that prejudices the rights of Level 3 to appropriately handle any change in law per the Agreement.	SBC may need the ability to discontinue the availability of a UNE.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.17.2	Conversion of Wholsale Service to UNEs	Where processes for the conversion requested pursuant to this Appendix are not already in place, <u>SBC-13STATE</u> will develop and implement processes, subject to any associated rates, terms and conditions <u>on rates, terms and conditions that are reasonable and non-discriminatory</u> . The Parties will comply with <u>reasonable, mutually agreeable, and</u> – applicable Change Management guidelines.	Edits comply with the Act.	Unkown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.17.3	Conversion of Wholsale Service to UNEs	Except as otherwise provided hereunder, <u>SBC-13STATE</u> shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between from a tariffed access service to a wholesale service or group of <u>wholesale tariffed access</u> services to and a <u>Lawful</u> UNE or combination of <u>Lawful</u> UNEs.	SBC should be restricted from imposing unlawful fees.	Unknown_
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.17.4	Conversion of Wholsale Service to UNEs	This Section 2.17 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.	Level 3 does not agree with SBC’s interpretation of USTA II.	Unknown_
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.17.5	Conversion of Wholesale Service to UNEs	If CLEC <u>LEVEL 3</u> does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC <u>LEVEL 3</u> shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), SBC-13STATE may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law.	SBC should have the ability to ability to discontinue the availability of a UNE if the CLEC fails to meet the eligibility requirements.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.18.1.2	Comminglin g	Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC-13STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(e)(3).	Unwarranted waiver of legal rights.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.18.2	Comminglin g	Except as provided in Section 2 and, further, subject to the other provisions of this Agreement , <u>SBC-13STATE</u> shall permit <u>CLEC</u> <u>LEVEL 3</u> to Commingle a <u>Lawful</u> UNE or a combination of <u>Lawful</u> UNEs with facilities or services obtained at wholesale from <u>SBC-13STATE</u> to the extent required by FCC rules and orders <u>to the extent required by applicable state or FCC rules and orders.</u>	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law. Level 3 does not agree with SBC’s interpretation of USTA II.	Same as above.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.18.3	Comminglin g	Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling); except that SBC-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC-13STATE’s ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC-13STATE would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-	The FCC lifted commingling restrictions in the TRO. The FCC did not turn commingling into an obligation that the CLEC must pay for.	Same as above.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>13STATE’s network; or (vi) CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, but such obligation under this Section ceases if <u>SBC-13STATE</u> informs CLEC of such need to Commingle</u>		
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.18.3.1, 2.18.3.1.1, 2.18.3.1.2	Commingleing	<u>2.18.3.1 For purposes of Section 2.18.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the <u>Lawful</u> UNE(s), <u>Lawful</u> UNE combination, and facilities or services obtained at wholesale from <u>SBC-13STATE</u> are available to CLEC, including without limitation: 2.18.3.1.1 at an <u>SBC-13STATE</u> premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement; 2.18.3.1.2 for <u>SBC CALIFORNIA</u> only, within an adjacent location arrangement, if and as permitted by this Agreement.</u>	The FCC lifted commingling restrictions in the TRO. The FCC did not turn commingling into an obligation that the CLEC must pay for.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.18.3.2	Commingleing	<u>2.18.3.2 Section 2.18.3(i) shall only begin to apply thirty (30) days after notice by <u>SBC-13STATE</u> to CLEC. Thereafter, <u>SBC-13STATE</u> may invoke Section 2.18.3(i) with respect to any request for Commingling.</u>	Level 3 does not agree with SBC’s interpretation of USTA II.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1, UNE -4	UNE 2.18.6	Comminglin g	Nothing in this Agreement shall impose any obligation on <u>SBC-13STATE</u> to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC <u>LEVEL 3</u> to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that <u>SBC-13STATE</u> shall not be obligated to Commingle network elements that do not constitute Lawful UNEs <u>under 47 U.S.C. § 251(c)(3), or where Lawful</u> UNEs are not requested for permissible purposes or that SBC is not required to make available pursuant to 47 U.S.C. § 271(including those network elements no longer required to be so unbundled as determined by final and non-appealable FCC order); or where the CLEC does not certify that the UNE requested is to be used for a qualifying service or where the EEL combination requested does not meet the FCC’s EELs eligibility requirements. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 2.19.5, below.	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law. The proposed language better reflects the law.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.18.9	Commingle	Commingle in its entirety (including its definition, the ability of CLEC to Commingle, <u>SBC-13STATE</u>’s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass <u>SBC-13STATE</u> offerings pursuant to 47 U.S.C. § 271 that are not <u>Lawful</u> UNEs under 47 U.S.C. § 251(c)(3).	Level 3 does not believe it is necessary to waive 271 rights.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.19.1	Mandatory Eligibility Criteria for Access to Certain UNEs	Except as provided below in this Section 2.19 or elsewhere in the Agreement and subject to this Section and Section 2.17, Conversion of Wholesale Services to <u>Lawful</u> UNEs, of this Appendix, <u>SBC-13STATE</u> shall provide access to <u>Lawful</u> UNEs and combinations of <u>Lawful</u> UNEs without regard to whether the CLEC<u>LEVEL 3</u> seeks access to the <u>Lawful</u> UNEs to establish a new circuit or to convert an existing circuit from a service to <u>Lawful</u> UNEs.	Edits to conform to the TRO.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.19.2	Mandatory Eligibility Criteria for Access to Certain UNEs	<u>SBC-13STATE is not obligated, and shall not, provide access to (1) a Lawful UNE DS1 loop in combination, or Commingled, with a Lawful UNE-dedicated DS1 transport facility or service or a Lawful UNE-dedicated DS3 (or higher) transport facility or service, or a Lawful UNE DS3 loop in combination, or Commingled, with a Lawful UNE-dedicated DS3 (or higher) transport facility or service, or (2) a Lawful UNE dedicated DS1 transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a Lawful UNE DS1 channel termination service, or a Lawful UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a DS1 channel termination service, or a Lawful UNE DS3 loop or a Lawful UNE DS3 (or higher) channel termination service (collectively, the “Included Arrangements”), unless so long as CLEC <u>LEVEL 3 sends a letter to SBC-13STATE certifying eertifies that it meets the all of the following legally effective eonditions</u> <u>eligibility criteria are met</u> with respect to the arrangement being sought; <u>Due to the logistical issues inherent to provisioning new circuits, the ability of Level 3 to begin ordering without delay is essential.</u></u>	Edits to conform to the TRO.	CLEC may not rely on UNEs to carry non-local traffic.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 2.19.2.1	Mandatory Eligibility Criteria for Access to Certain UNEs	CLEC <u>LEVEL 3</u> (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice <u>telecommunication</u> services in that area.	Edits to conform to the TRO.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.19.2.2	Mandatory Eligibility Criteria for Access to Certain UNEs	The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL <u>provided however, that a requesting carrier may satisfy the numbering and 911/E911 criteria to initiate the ordering process for a new EEL circuit by certifying that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided</u> ;	Edits to conform to the TRO.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.19.2.2. 1	Mandatory Eligibility Criteria for Access to Certain UNEs	Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an <u>SBC-13STATE</u> local service area and within the LATA where the circuit is located (“Local Telephone Number”), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification) ; and	Edits to conform to the TRO.	Unknown.

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UNE -1				<u>SBC PROPOSAL</u>	
UNE -1	UNE 2.19.3.2	Mandatory Eligibility Criteria for Access to Certain UNEs	2.19.3 A collocation arrangement meets the requirements of Section 2.19 of this Appendix if it is: 2.19.3.2 Located at a <u>LEVEL 3’s or a</u> third party’s premises within the same LATA as the End User’s premises, when <u>SBC-13STATE</u> is the collocator	Unnecessary restriction on the ability to estimate collocation.	Unknown.
			<u>SBC PROPOSAL</u>		
4, UNE -1	UNE 2.19.4	Mandatory Eligibility Criteria for Access to Certain UNEs	An interconnection trunk meets the requirements of Sections 2.19.2.2.5 and 2.19.2.2.6 of this Appendix if <u>CLEC</u> <u>LEVEL 3 will</u> transmits the calling party’s Local Telephone Number in connection with <u>Circuit Switched Traffic</u> calls exchanged over the trunk and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.	Level 3’s unique architecture requires the differentiation between Circuit based traffic and other forms of traffic.	CLEC may not rely on UNEs to carry non-circuit switched traffic.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.19.5	Mandatory Eligibility Criteria for Access to Certain UNEs	For a new circuit to which Section 2.19.2 applies, CLEC <u>LEVEL 3</u> may initiate the ordering process if CLEC <u>LEVEL 3</u> certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.19.2.2.1 and Section 2.19.2.2.3, respectively. In such case, CLEC <u>LEVEL 3</u> shall satisfy Section 2.19.2.2.1 and/or Section 2.19.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30–Ninety (90) days after <u>SBC-13STATE</u> provisions such new circuit. CLEC <u>LEVEL 3</u> must provide <u>SBC-13STATE</u> with sufficient proof that such assignment and/or implementation has occurred by the end of such ninetieth (90th) <u>30th</u> day.	Reasonable time to open codes.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.19.7	Mandatory Eligibility Criteria for Access to Certain UNEs	In addition to any other audit rights provided for this Agreement a <u>Only to the extent not those</u> allowed by <u>Applicable Law</u> law may ; <u>SBC-13STATE</u> may obtain and pay for an independent auditor to audit CLEC <u>LEVEL 3</u> , on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.19. For purposes of calculating and applying an “annual basis”, it means for a State a consecutive 12 month period, beginning upon SBC-13STATE’s written notice that an audit will be performed for that State, subject to Section 2.19.7.4 of this Section.	Conforms to the TRO. Unreasonable audit requirements.	Unknown.
			<u>SBC PROPOSAL</u>		

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			<u>SBC PROPOSAL</u>		
UNE -1	UNE 2.19.7.1	Mandatory Eligibility Criteria for Access to Certain UNEs	Unless otherwise agreed by the Parties (including at the time of the audit), t The independent auditor shall <u>must</u> perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion regarding CLEC’s compliance with the qualifying service eligibility criteria.	Conforms to the TRO. Unreasonable audit requirements.	Unknown.
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UNE -1	UNE 2.19.7.4	Mandatory Eligibility Criteria for Access to Certain UNEs	To the extent the independent auditor’s report concludes that <u>CLEC</u> <u>LEVEL 3</u> failed to comply with this Section 2.19, <u>CLEC</u> <u>LEVEL 3</u> must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a Lawful -UNE/ Lawful -UNE combination, in whole or in part (notwithstanding any other provision hereof), <u>If CLEC fails to bring the circuit that failed the audit into compliance with the EELs eligibility requirements following thirty (30) days’ advance notice, and after ninety (90) days’ opportunity to cure,</u> <u>CLEC</u> <u>LEVEL 3</u> must <u>then</u> convert the Lawful -UNE or Lawful -UNE combination, or Lawful -Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC-13STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and <u>CLEC</u> <u>LEVEL 3</u> shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to <u>SBC-13STATE</u> . In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any Lawful UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.19 for that Lawful UNE, arrangement, or circuit, as the case may be. Also, the “annual basis” calculation and application shall be immediately reset, e.g., SBC-13STATE shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.	Conforms to the TRO. Unreasonable audit requirements.	Unknow_
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UNE -1	UNE 2.19.7.4. 2	Mandatory Eligibility Criteria for Access to Certain UNEs	<u>Similarly, to the extent the independent auditor's report concludes that the requesting carrier complied in all material respects with the eligibility criteria, SBC-13STATE must reimburse the audited carrier for its costs associated with the audit as well as</u> To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.19, SBC-13STATE must reimburse CLEC <u>LEVEL 3</u> for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor’s inquiries, meeting for interviews, etc.).	Conforms to the TRO. Unreasonable audit requirements.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -3	UNE 2.19.8	Mandatory Eligibility Criteria for Access to Certain UNEs	Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC both Parties shall fully comply with this Section 2.19 in all cases and, further, the failure of SBC-13STATE <u>either Party</u> to require such compliance, including if such as, for example, on the part of SBC-13STATE <u>where SBC 13-STATE</u> provides a circuit(s), an EEL(s), a Commingled circuit, or a Commingled EEL(s) that does not meet any eligibility criteria, including those in this Section 2.19, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.	SBC unreasonable and overbroad reservations.	Unknown.
			<u>SBC PROPOSAL</u>		

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UNE -1	UNE 2.20		Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, <u>SBC-13STATE</u> will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable <u>reasonable and applicable</u> Change Management guidelines.	SBC restriction is unreasonable.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1, UNE -3	UNE 2.21		<u>SBC-13STATE</u> will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by <u>CLECLEVEL 3</u> , and/or Commingle only as set forth in this Appendix UNE <u>and according to Applicable Law</u> .	SBC restriction is unreasonable.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		

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UNE -3	UNE 2.22		<p>The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC <u>LEVEL 3</u> will obtain Lawful UNEs from <u>SBC-13STATE</u>. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any SBC-13STATE tariff, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to enforce the foregoing (including if SBC-13STATE fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC-13STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC-13STATE may process any such order as being submitted under this Appendix UNE and, further, may convert any element provided under tariff, to this Appendix UNE, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.</p>	Unreasonable and overbroad restrictions. Redundant reservation of rights.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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			<u>SBC PROPOSAL</u>		
UNE -1	UNE 6.3.1	SBC 10State and SBC Nevada BFR Process	A Bona Fide Request (“BFR”) is the process by which CLEC LEVEL 3 may request <u>SBC-10STATE</u> , <u>SBC NEVADA</u> to provide CLEC LEVEL 3 access to an an additional or new <u>previously</u> , undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by <u>SBC-10STATE</u> , <u>SBC NEVADA</u> but that is not <u>made available to other carriers to the extent that it is not currently used by SBC in the provision of services to its CLEC customers available under this Agreement at the time of CLEC’s request.</u>	Nondiscriminatory on BFRs	SBC is not required to make available to CLECs combinations of UNEs that do not currently exist.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 6.3.4	SBC 10State and SBC Nevada BFR Process	CLEC LEVEL 3 is <u>only</u> responsible for all <u>the reasonable</u> costs incurred by <u>SBC-10STATE</u> , <u>SBC NEVADA</u> to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC LEVEL 3 has two options to compensate <u>SBC-10STATE</u> , <u>SBC NEVADA</u> for its costs incurred to complete the Preliminary Analysis of the BFR	Level 3 only wants to pay reasonable costs for SBC’s review of its BFRs.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 6.3.4.1	SBC 10State and SBC Nevada BFR Process	Include with its BFR Application Form a \$2,000 deposit to cover <u>SBC-10STATE</u> , <u>SBC NEVADA</u> ’s preliminary evaluation costs, in which case <u>SBC-10STATE</u> , <u>SBC NEVADA</u> <u>may shall</u> not charge CLEC <u>LEVEL 3</u> in excess of \$2,000 to complete the Preliminary Analysis; or	If Level 3 pays in advance, SBC should commit to a fixed price.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 7.2.1, 7.2.1.1, 7.2.1.2, 7.2.1.2.1	Network Interface Device	<u>7.2.1 There are at least three types of NIDS:</u> <u>7.2.1.1 stand alone unbundled NID;</u> <u>7.2.1.2 access to the NID functionality as a component of an unbundled end-to-end loop or a subloop and</u> <u>7.2.1.2.1 In this case the SBC13-State will not impose a separate charge for the NID functionality as it is included in the unbundled loop or subloop charge.</u>	Level 3’s language proposal conforms to the TRO.	Unknown.
			<u>SBC PROPOSAL</u>		
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 7.2.1.3, 7.2.1.3.1	Network Interface Device	<p><u>7.2.1.3 access to the NID to utilize the inside wire subloop.</u></p> <p><u>7.2.1.3.1 Similarly, in network configurations where the NID does not coincide with the termination point of the incumbent LEC's network at a multiunit premises, i.e., the demarcation point, and a portion of the loop extends beyond the NID, a competitor accessing the NID for the purpose of connecting to the incumbent LEC's inside wire subloop is entitled to the NID functionality as part of the inside wire subloop.</u></p>	Level 3’s language proposal conforms to the TRO.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 8.2.1		When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties’ employees and/or representatives, and the CLEC LEVEL 3’s End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to SBC-13STATE via the BFR process set forth in Section 6 “Bona Fide Request,” and CLEC shall be required to pay SBC-13STATE for any HVPE that is provisioned by SBC-13STATE to CLEC in connection with the CLEC’s Lawful UNE Local Loop order to the high voltage area.	Level 3 believes the terms, rates and conditions for access to HVPE are tariffed; therefore, there is no need for a BFR.	The costs associated with HVPE are not included in the TELRIC calculations.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 8.5.2	Routine Network Modification –UNE Local Loops	A routine network modification is an activity that <u>SBC-13STATE</u> regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a loop to activate such loop for its own customers. <u>Routine network modifications include adding types of electronics that ILECs ordinarily attach to a loop for a customer requiring a DS1 loop, even if such electronics are not attached to a particular loop.</u> Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier, and <u>SBC-13STATE</u> is not obligated to perform those activities for a requesting telecommunications carrier.	Edits conforms to the TRO.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 8.5.3	Routine Network Modification –UNE Local Loops	<u>SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-CONNECTICUT). The Commission's pricing rules provide incumbent LECs with the opportunity to recover the cost of the routine network modifications. State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges. Costs associated with these modifications often are reflected in the recurring rates that competitive LECs pay for loops. Specifically, equipment costs associated with modifications may be reflected in the carrier's investment in the network element, and labor costs associated with modifications may be recovered as part of the expense associated with that investment (e.g., through application of annual charge factors (ACFs)). The Commission's rules make clear that there may not be any double recovery of these costs (i.e., if costs are recovered through recurring charges, the incumbent LEC may not also recover these costs through a NRC). The relevant jurisdictional state commission, therefore, must decide in the first instance whether a particular cost should be recovered from a competitive LEC through a recurring charge, a non-recurring charge, or not at all, in accordance with the principles identified above. A state commission could decide, for example, that loop conditioning costs should be recovered through a NRC only in extraordinary situations, such as removing load coils on loops that exceed 18,000 feet in length, and that any other conditioning costs should be recovered in recurring charges just like other loop maintenance costs.</u>	Edits conforms to the TRO.	These costs are not included in current TELRIC rates.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 13.3.1	Dedicated Transport	Lawful UNE Dedicated Transport: Lawful UNE Dedicated Transport (“ Lawful UDT”) will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been <u>declared competitive by the relevant jurisdictional state public utility commission by final and non-appealable order</u> Declassified .	Edits conform to the TRO.	SBC is not required to provide new UDT UNEs.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 13.3.4.2	Dedicated Transport	Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful Unbundled Dedicated Transport.	Unreasonable restriction on access to multiplexers.	SBC is not required to provide access to multiplexing.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 13.3.5.1	UDT “Caps”	CLEC <u>LEVEL 3</u> may obtain a maximum of 12 unbundled dedicated DS3 circuits for any single route for which <u>SBC-12STATE</u> dedicated DS3 transport is available as unbundled transport.[47 CFR 51.319(e)(2)(iii)] Accordingly, <u>SBC-12STATE</u> may reject CLEC <u>LEVEL 3</u> orders for <u>Lawful</u> UDT DS3 circuits once CLEC <u>LEVEL 3</u> has reached this capacity. <u>SBC13-State will provide notice to the CLEC when CLEC reaches 10 DS-3s on any route. Further, even if SBC-12STATE accepts such orders, it may, without further notice or liability, reject future orders and further provisioning of Lawful UDT DS3 circuits along the route. At SBC-13STATE’s option it may accept the order, but convert any Lawful UDT DS3 circuit(s) in excess of the cap at any time, and all applicable charges and non-recurring charges will apply to CLEC for such circuit(s) as of the date of provisioning.</u>	Level 3 believes it is unreasonable for SBC to automatically convert circuits to special access pricing without Level 3 consent. Level 3 requests prior warning or simply rejection of orders because mistakes can happen and Level 3 does not want to bear risk of being billed access for circuits that are within the cap.	This language is a reasonable restriction on access to DS3 circuits.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 13.5.2	Routine Network Modificatio ns –UDT	A routine network modification is an activity that <u>SBC-13STATE</u> regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. <u>Routine network modifications include adding types of electronics that ILECs ordinarily attach to a loop for a customer requiring a DS1 loop, even if such electronics are not attached to a particular loop.</u> Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and <u>SBC-13STATE</u> is not obligated to perform those activities for a requesting telecommunications carrier.	Edits conform to the TRO	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE _1	UNE 13.5.3	Routine Network Modificatio ns –UDT	<u>SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-CONNECTICUT). The Commission's pricing rules provide incumbent LECs with the opportunity to recover the cost of the routine network modifications. State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges. Costs associated with these modifications often are reflected in the recurring rates that competitive LECs pay for loops. Specifically, equipment costs associated with modifications may be reflected in the carrier's investment in the network element, and labor costs associated with modifications may be recovered as part of the expense associated with that investment (e.g., through application of annual charge factors (ACFs)). The Commission's rules make clear that there may not be any double recovery of these costs (i.e., if costs are recovered through recurring charges, the incumbent LEC may not also recover these costs through a NRC). The relevant jurisdictional state commission, therefore, must decide in the first instance whether a particular cost should be recovered from a competitive LEC through a recurring charge, a non-recurring charge, or not at all, in accordance with the principles identified above. A state commission could decide, for example, that loop conditioning costs should be recovered through a NRC only in extraordinary situations, such as removing load coils on loops that exceed 18,000 feet in length, and that any other conditioning costs should be recovered in recurring charges just like other loop maintenance costs.</u>	Edits conform to the TRO.	Unknown_

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 14.3.1	Dedicated Transport Dark Fiber	At Lawful UNE Dedicated Transport Dark Fiber segments in routes that have not been Declassified, <u>declared competitive by the relevant jurisdictional state public utility commission by final and non-appealable order SBC-12STATE</u> will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as <u>SBC-12STATE</u> dark fiber interoffice transmission facilities dedicated to a particular CLEC <u>LEVEL 3</u> that are within <u>SBC-12STATE</u> ’s network, connecting <u>SBC-12STATE</u> switches or wire centers within a LATA. Lawful UNE Dedicated Transport Dark Fiber does not include transmission facilities between the <u>SBC-12STATE</u> network and the CLEC <u>LEVEL 3</u> network or the location of CLEC <u>LEVEL 3</u> equipment. <u>SBC-12STATE</u> will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC <u>LEVEL 3</u> when CLEC <u>LEVEL 3</u> has collocation space <u>or leases collocation or optronics from a third party carrier or terminates to another carrier</u> in each <u>SBC-12STATE</u> CO where the requested dark fiber(s) terminate.	Level 3 believes it is not necessary to waive all rights. State orders on dark fiber.-	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 14.4.1	Loop Dark Fiber	At Lawful UNE Loop Dark Fiber segments in locations where Lawful UNE Loop Dark Fiber has not been <u>declared competitive by the relevant jurisdictional state public utility commission by final and non-appealable order</u> Declassified , <u>SBC-12STATE</u> will provide a Lawful UNE Loop Dark Fiber segment that is considered “spare” as defined in Sections 14 .6 and 14 .7 below. Lawful UNE Loop Dark Fiber is a dedicated transmission facility between a distribution frame (or its equivalent) in a <u>SBC-12STATE</u> Central Office and the loop demarcation point at an End User premise. <u>SBC-12STATE</u> will offer Lawful UNE Loop Dark Fiber to <u>CLECLEVEL 3</u> when <u>CLECLEVEL 3</u> has collocation space <u>or leases collocation or optronics from a third party carrier or terminates to another carrier in</u> in the <u>SBC-12STATE</u> CO where the requested dark fiber terminates.	The term “lawful” does not appear in the Act and UNEs should continue to be available pursuant to Applicable law. Language conforms to the TRO.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 14.8.1	Right of Revocation of Access Dedicated Transport Dark Fiber and Loop Dark Fiber	Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix and from the situation where a Lawful UNE ceases to be a Lawful UNE, as set forth in Section 2 of this Appendix. For clarification purposes, SBC 12STATE’s right of revocation of access under Section 14.9 applies even when the affected Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber remain Lawful UNE(s) subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC’s rights to the affected network element may be revoked as provided in this Section 14.8.	State orders on dark fiber	Reservation of rights language.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 14.11.3		SBC 12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC 12STATE), and in the state specific Appendix Pricing (SBC 12STATE) or by tariff (SBC CONNECTICUT). The Commission’s pricing rules provide incumbent LECs with the opportunity to recover the cost of the routine network modifications. State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges. Costs associated with these modifications often are reflected in the recurring rates that competitive LECs pay for loops. Specifically, equipment costs associated with modifications may be reflected in the carrier’s investment in the network element, and labor costs associated with modifications may be recovered as part of the expense associated with that investment (e.g.,	Conforms with the TRO.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>through application of annual charge factors (ACFs)). The Commission's rules make clear that there may not be any double recovery of these costs (i.e., if costs are recovered through recurring charges, the incumbent LEC may not also recover these costs through a NRC). The relevant jurisdictional state commission, therefore, must decide in the first instance whether a particular cost should be recovered from a competitive LEC through a recurring charge, a non-recurring charge, or not at all, in accordance with the principles identified above. A state commission could decide, for example, that loop conditioning costs should be recovered through a NRC only in extraordinary situations, such as removing load coils on loops that exceed 18,000 feet in length, and that any other conditioning costs should be recovered in recurring charges just like other loop maintenance costs.</u>		
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 15.1	Operator Services and Directory Assistance	<u>SBC-13STATE</u> will provide access to operator service and directory assistance databases where technically feasible. <u>(47 CFR– (SBC agrees that must discharge these duties in compliance with the Act and the FCC’s Rules including but not limited to the following: 47 CFR § 51.319(g)).</u> Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.	Language reflects lawful obligations of SBC and its agreement to such.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 18.2	Cross Connects	The cross connect is the media between the <u>SBC-7STATE</u> Lawful -UNE and a CLEC <u>LEVEL 3</u> designated point of access as described in various sections of this Appendix, or the media between a <u>SBC-7STATE</u> LAWFUL UNE and a Collocation area for the purpose of permitting the CLEC <u>LEVEL 3</u> to connect the <u>SBC-7STATE</u> Lawful -UNE to other Lawful -UNEs or to the CLEC <u>LEVEL 3</u> ’s own facilities <u>or another CLEC</u> — Where <u>SBC-7STATE</u> has otherwise committed to connect one Lawful -UNE to another Lawful -UNE on behalf of CLEC <u>LEVEL 3</u> , or to leave connected one Lawful -UNE to another Lawful -UNE on behalf of CLEC <u>LEVEL 3</u> the cross connect is the media between one <u>SBC-7STATE</u> Lawful -UNE and another <u>SBC-7STATE</u> Lawful -UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful UNEs.	Conforms to the FCC Rules. SBC may not disconnect connected UNEs. It violates 51.315(b)	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.
			<u>SBC PROPOSAL</u>		
UNE -1	UNE 19.6	Provisioning and Maintenance of UNEs	When a <u>SBC-13STATE</u> provided tariffed or resold service is replaced by CLEC <u>LEVEL 3</u> ’s facility-based service using any <u>SBC-13STATE</u> provided Lawful UNE(s), CLEC <u>LEVEL 3</u> shall issue appropriate service requests, to both disconnect the existing service and order Lawful -UNEs. These requests will be processed by <u>SBC-13STATE</u> , and CLEC <u>LEVEL 3</u> will be charged the applicable Lawful -UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful -UNE and cross connect ordered. Similarly, when an End User is served by one	Reasonable clarification. Level 3 should not be charged if Level 3 has not requested service.	The additional language helps clarify that SBC should be required to provide UNEs only required by federal law.

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p>CLECLEVEL 3 using <u>SBC-13STATE</u> provided Lawful UNEs is converted to a different CLECLEVEL 3’s service which also uses any <u>SBC-13STATE</u> provided Lawful UNE, the requesting CLECLEVEL 3 shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLECLEVEL 3’s End User. These requests will be processed by <u>SBC-13STATE</u> and the CLEC if LEVEL 3 requests the new service it –will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. When a <u>SBC-13STATE</u> provided tariffed or resold service is replaced by CLECLEVEL 3’s facility-based service using any <u>SBC-13STATE</u> provided Lawful UNE(s), CLECLEVEL 3 shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by <u>SBC-13STATE</u>, and CLECLEVEL 3 will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLECLEVEL 3 using <u>SBC-13STATE</u> provided Lawful UNEs is converted to a different CLECLEVEL 3’s service which also uses any <u>SBC-13STATE</u> provided Lawful UNE, the requesting CLECLEVEL 3 shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLECLEVEL 3’s End User. These requests will be processed by <u>SBC-13STATE</u> and the CLEC if LEVEL 3 requests the new service it –will be charged the applicable service order</p>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. When a <u>SBC-13STATE</u> provided tariffed or resold service is replaced by CLEC <u>LEVEL 3</u> ’s facility-based service using any <u>SBC-13STATE</u> provided Lawful UNE(s), CLEC <u>LEVEL 3</u> shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by <u>SBC-13STATE</u> , and CLEC <u>LEVEL 3</u> will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC <u>LEVEL 3</u> using <u>SBC-13STATE</u> provided Lawful UNEs is converted to a different CLEC <u>LEVEL 3</u> ’s service which also uses any <u>SBC-13STATE</u> provided Lawful UNE, the requesting CLEC <u>LEVEL 3</u> shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC <u>LEVEL 3</u> ’s End User. These requests will be processed by <u>SBC-13STATE</u> and the CLEC if LEVEL 3 requests the new service it –will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -1	UNE 19.8.1	Provisioning and Maintenance of UNEs	<u>SBC-13STATE</u> shall charge the CLEC <u>LEVEL 3</u> a <u>reasonable</u> Maintenance of Service Charge (MSC) when CLEC <u>LEVEL 3</u> reports a suspected failure of a Lawful UNE and <u>SBC-13STATE</u> dispatches personnel to the End User's premises or an <u>SBC-13STATE</u> Central Office and trouble was not caused by <u>SBC-13STATE</u> 's facilities or equipment <u>provided that SBC timely provides CLEC with a post mortem report detailing the cause of such failure</u> . Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.	Level 3 requests that SBC document reasons for failure where SBC charges Level 3 for dispatch.	
			<u>SBC PROPOSAL</u>		
UNE -4	UNE 20.1	Reservation of Rights	Level 3 proposes: <u>The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of [[[EFFECTIVE DATE OF AGREEMENT]]]. In the event of:</u> <u>1. any legally binding judicial decision by a court of competent jurisdiction, legislative or regulatory action, rule, regulation or other legal action that revises, reverses, modifies or clarifies the meaning of the Act, or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually or collectively, an “Amendment of the Act”); or</u> <u>2. any legally binding legislative, regulatory, judicial or other</u>	Level 3 believes reservation of rights is reasonable.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>legal action (other than an Amendment to the Act) that materially affects any material term of this Agreement or materially affects the ability of a Party to perform any material obligation under this Agreement (individually or collectively, a “Regulatory Change”); either Party may by providing written notice to the other Party require that the affected provisions in this Agreement be renegotiated in good faith and amend this Agreement to reflect such mutually acceptable new provision(s). The term “legally binding” means that such judicial decision, Amendment of the Act, or legislative, regulatory action, rule, regulation or other legal action has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.</u>		
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
UNE -4	UNE 20.2	Reservation of Rights	<u>If any Amendment to this Agreement pursuant to Section 20.1 affects any rates or charges for the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. In the event that any renegotiation under Section 20.1 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days, the dispute shall be resolved as provided in Section [] of this Agreement.</u>	Level 3 believes reservation of rights is reasonable.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -4	UNE 20.3	Reservation of Rights	<u>The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations; nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.</u>	Level 3 believes reservation of rights is reasonable.	Unknown.
			<u>SBC PROPOSAL</u>		
UNE -4	UNE 20.4	Reservation of Rights	<u>During the pendency of any renegotiation or dispute resolution pursuant to Section 20.3 supra, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement, except as otherwise provided in Section 20.3.</u>	Level 3 believes reservation of rights is reasonable.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
GT-3	UNE 21.1	Applicability of Other rates, terms, and conditions	Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.	Parties agreed to GTC without change. §49 covers this.	The language proposed by SBC is necessary to clarify the intent of the parties’ agreement.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
			APPENDIX VIRTUAL COLLOCATION		
19	VC 1.2		This language has been moved to General Terms and Conditions		
			<u>SBC PROPOSAL</u>		
19	VC 2.1	Definitions	<u>"Active Collocation Space" denotes the existing, central office switch room space, including power, which can be designated for Virtual Collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for collocation is considered to be Active Collocation Space.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.2	Definitions	<u>Application Fee" includes the costs incurred by SBC-13STATE to process the Collocator's application for Virtual Collocation arrangements</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.3	Definitions	<u>"Approved Vendor" is a vendor who is qualified by SBC-13STATE for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state-by-state basis</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.4	Definitions	<u>"Augment" is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.5	Definitions	<u>"Collocator" is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity that is collocated in SBC-13STATE location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.6	Definitions	<u>“Custom Work Charge” is the charge developed solely to meet the construction requirements of the Collocator (e.g. painting a cage). A Custom Work Charge may not be charged to Collocator for any work performed that will benefit or by used by SBC-13 STATE or other collocators. SBC-13STATE may not impose a Custom Work Charge without the Collocator’s prior approval and agreement that such charge is not included in the rate elements for the provision of collocation contained in this Appendix. In the event an agreement between the Collocator and SBC-13STATE is not reached regarding the Custom Work Charge, SBC-13STATE shall complete construction of the Collocator’s space pending resolution of the issue by the appropriate state commission. The Collocator may withhold payment for the disputed charges while the issue remains unresolved, however, any disputed Custom Work Charges paid by the Collocator or owed to SBC-13STATE shall accrue interest at the rate established by the appropriate state commission. All Custom Work Charges that are approved by the appropriate state commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC-13STATE that previously had not been paid or that was underpaid</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.7	Definitions	<u>“Day” denotes calendar days unless otherwise specified. However, any time period equal to or less than five days denotes business days.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.8	Definitions	<u>"Delivery Date" is the date upon which the Collocator or Requesting Carrier will be provided the functional completed collocated space by SBC-13STATE.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.9	Definitions	<u>"Eligible Structure" is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way, including, but not limited to, vaults, containing loop concentrators or similar structures.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.10	Definitions	<u>"Entrance Fiber Facility" is an arrangement when a Collocator-provided single mode fire retardant dielectric fiber optic cable that extends from the SBC-13STATE-designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.11	Definitions	<u>"Fiber Distribution Frame (FDF)" is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and infra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.12	Definitions	<u>"Individual Case Basis (ICB)" is a pricing method used for services that are not tariffed or are not standard offerings or configurations.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.13	Definitions	<u>Infrastructure Systems - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.14	Definitions	<u>"Interconnector's Collocation Services Handbook" or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the SBC-13STATE, which is located on the SBC-13STATE CLEC ONLINE Web-Site (https://clec.sbc.com)</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.15	Definitions	<u>Multifunctional Equipment,” for purposes of this Appendix, means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.16	Definitions	<u>"Project Management Fee" reflects SBC-13STATE labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation space request. This fee is applicable upon submission of an application.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 2.17	Definitions	<u>"Technically Feasible" - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any ILEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 2.18	Definitions	<u>"Virtual Collocation" is the process by which Collocator interconnects to SBC-13STATE network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2) of the Federal Telecommunications Act of 1996 (“FTA96”) and all applicable state and federal laws and regulations, or for obtaining access to SBC-13STATE Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 and all applicable state and federal laws and regulations.</u>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	Unknown.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 3.1		<u>The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which SBC-13STATE will provide Virtual Collocation to Collocator. In the event that the FCC amends its collocation rules, the Parties agree to negotiate, in good, faith amendments to the collocation requirements set forth herein, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the Interconnection Agreement (“ICA” or “Agreement”) expeditiously by filing the necessary amendments to the ICA and requesting expedited approval by the appropriate state regulatory commission.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 4.1		<u>Except where Virtual Collocation is not practical for technical reasons or because of space limitations, SBC-13STATE agrees that it must provide Virtual Collocation to Collocator for the purpose of interconnecting to SBC-13STATE’s network for the transmission and routing of telephone exchange service or exchange access, or both, pursuant to 47 U.S.C. §251 (c)(2) of the FTS96 and all applicable state and federal law, or for obtaining access to SBC-13STATE UNEs for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 and all applicable state and federal laws and regulations. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96) and all applicable state and federal laws and regulations.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.2		<u>In the case of SBC-13STATE Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. It must use an SBC-13STATE-Approved Vendor to perform the installation of such in the SBC-13STATE Eligible Structure. The Collocator's SBC-13STATE-Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame or its equivalent for placement and termination of interconnection cabling.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 4.2.1		<u>Collocator will install its own bays by an SBC-13STATE-Approved Vendor. SBC-13STATE will provide space for the bay(s) in either a Standard Bay arrangement of 10-sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.2.1.1		<u>Standard bay dimensions cannot exceed 7’0" high, and 23" interior width, 26" exterior width, and up to 15" deep.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.2.1.2		<u>Non-standard bay dimensions cannot exceed 7’0" high, 36" in width, and up to 36" in depth.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 4.2.1.3		<u>SBC-13STATE prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.2.1.4		<u>At SBC-13STATE’s option, where an individual standard bay owned by SBC-13STATE in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.3		<u>SBC-13STATE will provide for (<i>i.e.</i>, purchase and install on behalf of Collocator) all AC and DC power requirements to be used in the Eligible Structure. Additional requirements relating to the installation and placement of interconnection cabling and power cabling are set forth in Section 10 of this Appendix.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 4.4		<u>SBC-13STATE will exercise physical control, but not ownership of, any equipment deployed or installed by Collocator in a Virtual Collocation arrangement.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.5		<u>The Collocator’s equipment and associated facilities will be maintained and repaired by the Collocator, consistent with the terms set forth in Section 13 of this Appendix, or by SBC-13 STATE, at the direction of the Collocator.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.6		<u>Virtual Collocation is available at SBC-13STATE Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.7		<u>SBC-13STATE will designate, upon request, the floor space for the "occupancy" of a Collocator-provided storage cabinet for circuit packs, plug-ins, test equipment, etc.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 4.7.1.1		<u>The SBC-13STATE standard floor space for Collocator’s- provided storage cabinet is 10 sq. ft. that cannot exceed 7’0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30."</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.7.1.2		<u>The SBC-13STATE non-standard floor space for Collocator’s- provided storage cabinet is 18 sq. ft. that cannot exceed 7’0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36."</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 4.7.2		<u>Virtual Collocation is separate and distinct from Physical Collocation, which is addressed in a separate Appendix to this ICA. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a physical collocation arrangement. Any requests to convert Virtual Collocation to Physical Collocation are subject to the submission of an application for Physical Collocation, and the appropriate charges will apply.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.7.3		<u>Virtual Collocation is ordered as set forth in SBC-13STATE Virtual Interconnector's Collocation Services Handbook or like document found on the SBC-13STATE CLEC ONLINE Web-Site for Virtual Collocation Site (https://clec.sbc.com). SBC13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 4.7.4		<u>Virtual Collocation is available for the direct connection of one Collocator-provided facility to a separate Collocator-provided facility within the same SBC13STATE wire center, provided that the Collocators are interconnected with SBC13STATE network. Available connections include copper cable, coaxial cable, and fiber optic cable.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 4.7.4.1		<u>SBC-13STATE will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. SBC-13STATE shall permit Collocator's SBC-13STATE- Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment and facilities. SBC-13 STATE shall not require the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 5.1		<u>At the request of Collocator, SBC-13STATE will provide space for Virtual Collocation as described herein. SBC-13STATE is not required to provide Virtual Collocation at a particular Eligible Structure, if it is able to demonstrate that Virtual Collocation is not technically feasible or due to space limitations.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 5.1.1		<p><u>When all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any Virtual Collocation arrangement available under this Appendix is exhausted or completely occupied, SBC-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted. However, before doing so, SBC-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for Virtual Collocation. Removal of the equipment shall not cause a delay in SBC-13STATE’s response to a Collocator’s application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section [] of this Appendix. In making this determination, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve Virtual Collocation space for their own use. SBC-13STATE may reserve space for transport equipment for current year plus two years. SBC-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross connect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.</u></p>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to prevent the inappropriate warehousing of collocation space.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 5.2		<u>Where Virtual Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 5.3		<u>SBC-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 5.4		<u>The determination as to whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's completed Virtual Collocation Application.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to determine on a timely basis the availability of collocation space	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 5.4.1		<u>Where space for Virtual Collocation in a particular Eligible Structure is not available, SBC-13STATE shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date on which the Collocator submitted its application for Virtual Collocation in that Eligible Structure.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to determine on a timely basis the availability of collocation space	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 6.1		<u>In accordance with Section 251(c)(6) of the FTA 96, 47 CFR § 51 of the FCC’s rules, and all applicable state and federal laws, the Collocator may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC’s rules, and all applicable state and federal laws and regulations.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 6.2		<u>SBC-13 STATE will permit Collocator to place ancillary equipment, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory basis.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 6.3-6.8		<u>(Reserved).</u>		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 6.9		<u>SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 6.10		<u>All types of equipment placed in SBC-13STATE Eligible Structures by Collocators must meet the SBC-13 STATE minimum safety standards. The minimum safety standards are: (1) equipment meeting Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998, with no known history of safety problems.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 6.11		<u>SBC-13STATE will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC-13STATE applies to its own network equipment. SBC-13STATE will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 6.12		<u>In the event that SBC-13STATE denies Collocation of Collocator's equipment, citing that such equipment does not meet acceptable safety standards, SBC-13STATE will provide, within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied. In addition to this list, SBC-13 STATE also will provide an affidavit attesting that all of the SBC-13STATE equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Eligible Structure. The affidavit must set forth in detail the exact safety requirement(s) that the Collocator's equipment does not satisfy, SBC-13STATE's basis for concluding that the Collocator's equipment does not meet this safety requirement(s), and SBC-13STATE's basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over the safety of the equipment in the collocation space. It puts in place a process to determine on a timely basis the matter..	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 6.13		<u>In the event that Collocator submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator may not collocate the equipment unless and until the dispute is resolved in its favor. If SBC-13STATE determines that Collocator has already collocated equipment that is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must respond within ten (10) days of receipt of written notice from SBC-13STATE, indicating whether such equipment will be resolved, or if the Collocator will resolve the matter as part of the dispute resolution procedures of this Agreement. If the Parties do not resolve the dispute, either SBC-13STATE or Collocator may file a complaint at the applicable state commission seeking a formal resolution of the dispute. The Collocator will be responsible for the removal of all equipment and any damage that is the direct result of its collocation of such equipment, where such equipment is determined by the applicable state commission to have been improperly collocated. Where the equipment is determined by the applicable state commission to be acceptable for Virtual Collocation purposes, SBC-13 STATE may be held liable for any demonstrable damages that its refusal to collocate, or its required removal of previously-collocated equipment, has caused the Collocator.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to determine on a timely basis the availability of collocation space	Unknown.

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 6.14		<u>Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Eligible Structure, or those personnel, network or facilities of others, is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to determine on a timely basis the availability of collocation space	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 7.1, 7.11		<u>Virtual Collocation Application</u> <u>For each Eligible Structure in which Collocator desires to virtually collocate equipment, Collocator must submit a Virtual Collocation Application with the applicable Application and Project Management Fees. A copy of the Virtual Collocation Application may be obtained from the SBC-13STATE Collocation Services Account Manager or from the SBC-13STATE CLEC ONLINE Web-site (https://clec.sbc.com). The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to determine on a timely basis the availability of collocation space	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 7.1.2		<u>If SBC-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to determine on a timely basis the availability of collocation space	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 7.2		<u>SBC-13STATE will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Eligible Structure.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 7.3		<u>Recurring/Non-Recurring charges - Collocator shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this ICA unless modified upon re-negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 7.3.1		<u>ICBs - An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space where a state specific rate element does not exist in the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 7.3.2		<u>Payment of Space Preparation/Site Preparation - Prior to any obligation on SBC-13STATE to start any preparation of the Virtual Collocation space, Collocator shall pay SBC-13STATE fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any Custom Work Charge required to create or vacate any entrance facility for the Collocator. The remainder of the non-recurring charges and any Custom Work Charges are due upon completion and prior to occupancy by the Collocator.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 7.3.3		<u>Consistent with the equipment installation and interconnection completion deadlines set forth in Section 10 of this Appendix, the Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) days of the billing cycle.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 7.4		<u>Occupancy Conditioned on Payment - SBC-13STATE shall not permit Collocator's SBC-13STATE-Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until SBC-13STATE is in receipt of complete payment of the non-recurring and any Custom Work Charges identified in Section 7.3.2.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 7.5		<u>Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SBC-13STATE has begun preparation of the Virtual Collocation space but before such time as SBC-13STATE has been paid the entire amounts due under this Appendix, then, in addition to any other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to SBC-13STATE’s non-recoverable costs, less estimated net salvage. Non-recoverable costs include: the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.</u>	The language proposed appropriately balances the interests of Level 3 to not pay unwarranted charges to SBC.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 7.6		<u>Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SBC-13STATE General Terms and Conditions (GT&C) attached.</u>	The language reflected appropriately incents Level 3 to pay on time.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 7.7		<u>Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date on which SBC-13STATE has finished construction in accordance with the Collocator's Virtual Collocation application and the Collocator has accepted the collocation space. Collocator may not refuse to accept the collocation space if the space is completed to the exact specifications of the Collocator's collocation order; however, exceptions noted by Collocator that constitute grounds for causing payment refusal will be identified by Collocator pursuant to the terms of Section 1.1 of this Appendix.</u>	Level proposes language that appropriately balances the economic interests of the Parties.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 7.8		<u>SBC-13STATE shall ensure that the Virtual Collocation space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by SBC-13STATE in compliance with all applicable codes, ordinances, resolutions, regulations and laws.</u>	Level 3’s language accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 8.1		<u>The delivery interval relates to the period in which SBC-13STATE shall construct and deliver to the Collocator the requested space for purpose of Virtual Collocation. The delivery interval begins on the date on which SBC-13STATE receives an accurate and complete Virtual Collocation Application from the Collocator.</u>	Level 3’s proposal appropriately balances the interests of the Parties.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.1.1		<u>The Collocator must provide to SBC-13 STATE, within seven (7) days from the date of Collocator’s receipt of written notification granting the application request, a confirmatory written response to begin/continue construction, along with the fifty percent (50%) payment of nonrecurring charges (unless payment was received with application). The construction interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If the Collocator has not provided SBC-13STATE such response and payment by the twelfth (12th) day after the date on which Collocator received SBC-13STATE’s written notice that its request had been granted, the application will be canceled. Dedicated space is not reserved until SBC-13STATE has received the confirmatory written response from the Collocator, together with applicable fees.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support																								
19	VC 8.1.2		<p><u>SBC13STATE will complete construction of all Active Collocation Space requests for Virtual Collocation in accordance to the following schedule:</u></p> <table><tr><td><u>Number of</u></td><td></td></tr><tr><td><u>Complete and Accurate Applications by Virtual</u></td><td></td></tr><tr><td><u>Construction Intervals One Collocator per state or</u></td><td></td></tr><tr><td><u>region</u></td><td></td></tr><tr><td><u>1 - 5</u></td><td><u>90</u></td></tr><tr><td><u>Days</u></td><td></td></tr><tr><td><u>6-10</u></td><td><u>95</u></td></tr><tr><td><u>Days</u></td><td></td></tr><tr><td><u>11-15</u></td><td></td></tr><tr><td></td><td><u>100 Days</u></td></tr><tr><td><u>16-20</u></td><td></td></tr><tr><td></td><td><u>105 Days</u></td></tr></table> <p><u>Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application may be treated as a new application and will be subject to the time intervals set forth above. To complete the provisioning of a collocation arrangement, SBC-13STATE must finish construction in</u></p>	<u>Number of</u>		<u>Complete and Accurate Applications by Virtual</u>		<u>Construction Intervals One Collocator per state or</u>		<u>region</u>		<u>1 - 5</u>	<u>90</u>	<u>Days</u>		<u>6-10</u>	<u>95</u>	<u>Days</u>		<u>11-15</u>			<u>100 Days</u>	<u>16-20</u>			<u>105 Days</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
<u>Number of</u>																													
<u>Complete and Accurate Applications by Virtual</u>																													
<u>Construction Intervals One Collocator per state or</u>																													
<u>region</u>																													
<u>1 - 5</u>	<u>90</u>																												
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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>accordance with the requesting Collocator’s application and turn functional space over to the requesting carrier within the timeframes specified above.</u>		
			<u>SBC PROPOSAL</u>		
19	VC 8.1.3		<u>The second fifty percent (50%) payment must be received by SBC-13STATE prior to the functional space being turned over to the Collocator. The Preliminary Point of Termination (PPOT) cable facility assignments will not be given to the Collocator by SBC-13STATE until all applicable non-recurring fees have been received, and no earlier than fourteen (14) days before the functional space turn-over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by SBC-13STATE until the delivery interval due date.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.2		<u>Reduced Construction Intervals for Augments - SBC-13STATE will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 8.2.1		<p><u>The Collocator must submit a completed Virtual Collocation Application. For this Reduced Construction interval to apply, this Application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the Application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling, as well as the following:</u></p> <ul style="list-style-type: none"> - <u>168 DS1's connections; and/or</u> - <u>48 DS3's connections; and/or</u> - <u>400 Copper (shielded or nonshielded) cable pair connections - 12 fiber connections</u> 		Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 8.2.2		<u>Virtual Collocation Applications received with the up-front payment and meeting the criteria set forth above will not require a quote or response and the construction interval will not exceed sixty (60) calendar days. The job must be an Augment for an existing Virtual Collocation arrangement and consist only of connections listed above</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.2.3		<u>For Augments in which the Collocator requests power that exceeds current capacity ratings, or Augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such Augment, along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.2.4		<u>For all other Augments, SBC-13STATE will work cooperatively with Collocator to negotiate mutually-agreeable construction intervals.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 8.3		<u>Revisions. Any revisions made to an existing Virtual Collocation Application must be submitted on a new Virtual Collocation Application form.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.3.1		<u>When the revisions are submitted by the Collocator prior to day fifteen (15) of the scheduled delivery interval, the application will be subject to review by SBC-13STATE.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.3.1.1		<u>A new delivery interval date may be established extending the original delivery interval due date, not to exceed two (2) months, where Collocator seeks to make major revisions. Such revisions include: adding or changing telecommunications equipment that requires additional electrical power; adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in the quote package; or accelerating the project schedule. The Collocator will be notified by SBC-13STATE if a new delivery interval is required.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 8.3.1.2		<u>Where the Collocator seeks to make Minor Revisions, a new interval is not required to be established for the virtual collocation arrangement. Minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets that do not exceed the capacity of the existing/proposed electrical system; adjustments to the heat release projection that do not cause a change in the proposed/existing mechanical system. No additional Planning Fees shall be applicable if the revision is minor.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.3.2		<u>If any revisions submitted by the Collocator are made after day fifteen (15) of the scheduled delivery interval to a Virtual Collocation Application, the Collocator must re-submit such revisions as an Augment on a new Virtual Collocation Application. The Augment delivery interval will start on the date on which the Augment is received by SBC-13STATE.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 8.3.3		<u>The lists set forth above are not all-inclusive. Any revisions to the Collocator’s application not specified above must be reviewed by SBC-13STATE to determine whether the revision is major or minor.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 9.1		<u>A list of all of Collocator’s equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application. Such list shall include: associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of the equipment intended to be collocated. Collocator's SBC-13STATE-Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of SBC-13STATE.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 9.2		<u>Where, subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to SBC-13STATE a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities, consistent with the requirements of 8.3 of this Appendix. Thereafter, consistent with its obligations under the FTA 96 and all applicable state and federal laws and regulations, SBC-13STATE may provide written consent or may condition any such consent on additional charges arising from the request, including any applicable fees, and any additional requirements, such as power and environmental requirements for the additional requested telecommunications equipment and/or facilities. Upon the execution by both SBC-13STATE and Collocator of a final list and description and receipt by SBC-13STATE of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within the list of "Collocator's Equipment."</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 9.3		<u>Collocator's equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to SBC-13STATE's network, equipment, or facilities, including to the Eligible Structure, or to the network, equipment, or facilities of any person or entity located within the Eligible Structure, are strictly prohibited.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 9.4		<u>Operation of any equipment, facilities or any other item placed in the Virtual Collocation space shall not interfere with or impair service over SBC-13STATE network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space – and network integrity.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 9.5		<u>In no case shall Collocator's SBC-13STATE-Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation space or the Eligible Structure without the advance written permission or direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that SBC-13STATE shall have the right to reject or modify any such request. Where requested by Collocator, SBC-13STATE will perform any such construction, and the associated cost shall be paid by Collocator in accordance with SBC-13STATE’s then-standard Custom Work Charge process or ICB.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space. It puts in place a process to prevent the inappropriate access to/or use of collocation space	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.1, 10.1.1- 10.1.5		<p>10.1 <u>The Collocator will provide, at its expense, all facilities and equipment necessary to facilitate interconnection and access to SBC-13STATE UNES, including, without limitation, the following:</u></p> <p>10.1.1 <u>All plug-ins and/or circuit packs (working, spare, and replacements);</u></p> <p>10.1.2 <u>All unique tools and test equipment;</u></p> <p>10.1.3 <u>All provisioning of virtually collocated equipment;</u></p> <p>10.1.4 <u>Any ancillary equipment and cabling used for remote monitoring alarms and control;</u></p> <p>10.1.5 <u>Any technical publications and updates associated with all Collocator-owned and provided equipment;</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.1.6- 10.1.9		<p><u>10.1.6 All training as specified in Section 10.17.</u></p> <p><u>10.1.7 A storage cabinet or designated shelves for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by SBC-13STATE to maintain and repair virtually collocated equipment. The Collocator should indicate on the front equipment view drawing that is submitted with the Virtual Collocation Application, the Collocator's storage requirements.</u></p> <p><u>10.1.8 Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SBC-13STATE's Main Distribution Frame or its equivalent by Collocator's SBC-13STATE-Approved Vendor. Additional requirements relating to placement and termination of interconnection cabling is set forth in Section 11.5 of this Appendix.</u></p> <p><u>10.1.9 (Reserved).</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.2		<u>Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an SBC-13STATE-Approved Vendor or Manufacturer. Security escort charges will apply.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.3		<u>All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an SBC-13STATE-Approved Vendor or Manufacturer. Security escort charges will apply</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.4, 10.4.1- 10.4.6		<p><u>10.4 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed-upon visits to the Eligible Structure during the following timeframes:</u></p> <p><u>10.4.1 Once when beginning the initial equipment installation.</u></p> <p><u>10.4.2 Once during the middle of the equipment installation.</u></p> <p><u>10.4.3 Once at turn-up completion of the equipment installation.</u></p> <p><u>10.4.4 One (1) general visit per calendar year.</u></p> <p><u>10.4.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation space and the purpose of performing an audit on the installed equipment completed by an SBC-13STATE-Approved Vendor prior to turn-up.)</u></p> <p><u>10.4.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator representatives, per security escort, may participate in any one (1) of the site visits.</u></p> <p><u>Security escort charges will apply to the visits set forth above.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 10.5		<u>Collocator's SBC-13STATE-Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.6		<u>The Collocator is responsible for all alarm monitoring of their virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.7		<p><u>10.7 When Collocator requires additional capacity, a Virtual Collocation Augment Application is required as set forth in Section 8 of this Appendix. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below:</u></p> <p><u>10.7.1 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.</u></p> <p><u>10.7.2 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.</u></p> <p><u>10.7.3 Collocator will be responsible for capacity management of the equipment placed.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.8		<u>After the initial installation, or an Augment, SBC-13STATE shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an SBC-13STATE-Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section ___ for SBC-13STATE to perform the installation, routine maintenance, or to escort the SBC-13STATE-Approved Vendor, whichever applies. If the Collocator's SBC-13STATE-Approved Vendor has a current existing Installation Agreement (IA) in a central office, security escort charges will not apply.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.9		<u>In circumstances where shelves are capable only of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit packs) will be added.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.10		<u>Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by SBC-13STATE as described in Section ____.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.11		<u>Non-standard offered interval requests for the installation of plug-ins and/or circuit packs performed by SBC-13STATE that are less than the minimum standard requirement described in Section ____ and that involve no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate the appropriate trouble ticket, as described in Section ____ of this Appendix, for SBC-13STATE to perform the installation, and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.12		<p><u>The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SBC-13STATE property. Collocator shall provide a reasonable stock of such items (excluding unique tools and test equipment) to SBC-13STATE for purposes of replacing non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. SBC-13STATE shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage-paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by SBC-13STATE to repair and maintain Collocator's virtually collocated equipment. SBC-13STATE shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, SBC-13STATE's technician shall confirm to Collocator's representative when SBC-13STATE has used a circuit pack/plug-in or other types of replacement parts or equipment. SBC-13STATE shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact person specified by the Collocator if the discovery is made at some other time.</u></p>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 10.13		<u>The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit packs) or plug-in(s) between Eligible Structures will be at the Collocator's expense and its responsibility. Replacements must be delivered to the SBC-13STATE central office or SBC-13STATE location designated to use the equipment spare, within five (5) business days of notification that a spare was used or tested defective.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.14		<u>The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator-owned property provided to SBC-13STATE for Virtual Collocation.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.15,. 10.15.1- 10.15.4		<p><u>10.15 At the initial Method and Procedure (MOP) meeting, the Collocator will provide the following:</u></p> <p><u>10.15.1 Escalation documentation.</u></p> <p><u>10.15.2 Test and acceptance package as described in the SBC ILEC's installation testing standards and requirements located on the SBC-13STATE CLEC ONLINE Web-Site.</u></p> <p><u>10.15.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator is responsible for keeping this information current.</u></p> <p><u>10.5.4 Functional contacts for the Virtual Collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., augments, trouble reports, emergency contact). Collocator is responsible for keeping this information current.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.16		<u>To the extent known, the Collocator can provide non-binding forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements. Non-binding forecasts are for planning purposes only and are not guaranteed to be used for provisioning space or interconnection arrangements.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.17		<u>SBC-13STATE will identify the training needs of SBC-13STATE personnel from the list of equipment received by the Collocator on the SBC-13STATE Virtual Application Form. The Collocator will be responsible for training SBC-13STATE personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by SBC-13STATE in the Eligible Structure; or (b) SBC-13STATE technicians assigned to the Eligible Structure already have been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by SBC-13STATE, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. SBC-13STATE will contact Collocator with the required number of SBC-13STATE personnel to be trained and the contact name for the Collocator to coordinate training schedules.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 10.17.1, 10.17.1. 1, 10.17.1. 2		<u>10.17.1 The Collocator will be responsible for the following:</u> <u>10.17.1.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.</u> <u>10.17.1.2 Pay all costs associated with lodging, transportation, employees’ labor rate for time away from job, and per diem, if applicable, that is required for SBC-13STATE employee to attend training.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown_
			<u>SBC PROPOSAL</u>		
19	VC 10.17.2		<u>SBC-13STATE may require additional training requirements to adequately provide 7 X 24-hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. SBC-13STATE will notify the Collocator when applicable.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown_
			<u>SBC PROPOSAL</u>		
19	VC 10.17.3		<u>Training may be provided on-site when possible.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown_

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 10.17.4, 10.17.4. 1- 10.17.4. 4		<p><u>10.17.4 The training for which the Collocator will be responsible includes training for the following functions, to the extent such functions will be performed by SBC-13STATE on Collocator’s equipment, and where such training is necessary.</u></p> <p><u>10.17.4.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.</u></p> <p><u>10.17.4.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by SBC-13STATE.</u></p> <p><u>10.17.4.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&IVI) manual.</u></p> <p><u>10.17.4.4 Training when updates of technical publications or equipment information are issued.</u></p>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.17.5		<u>SBC-13STATE will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, SBC-13STATE is responsible for employee attendance.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.18		<u>Collocator will provide remote, real-time network technical support, guidance and direction to SBC-13STATE for all colocated facilities and equipment using online telephone support.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 10.19		<u>Collocator is responsible for coordinating with SBC-13STATE to ensure that services are installed in accordance with a service request.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 10.20		<u>Collocator's SBC-13STATE-Approved Vendor will, whenever possible, begin installation of the Collocator's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover or as mutually agreed-upon between the Parties. Collocator's SBC-13STATE-Approved Vendor must complete installation of Collocator equipment in the Virtual Collocation Space and interconnect to SBC-13STATE network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, unless the Parties mutually agree otherwise, SBC-13STATE may, upon written notice to Collocator, within a commercially reasonable time, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under the Virtual Collocation Agreement. The Parties further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, the Collocator’s equipment is considered to be interconnected when it is physically connected to SBC-13STATE’s network or an SBC-13STATE UNE for the purpose of Collocator providing a telecommunications service.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.1, 11.1.1- 11.1.5		<u>11.1 SBC-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:</u> <u>11.1.1 Ensuring that the Collocator's SBC-13STATE-Approved Vendor meets required safety standards as contained in TP76200MP and SBC ILEC's standards and requirements for equipment and facility installations.</u> <u>11.1.2 SBC-13STATE placement of Collocator's fiber into an SBC-13STATE Eligible Structure.</u> <u>11.1.3 Location and completion of all splicing.</u> <u>11.1.4 Completion of installation of equipment and facilities.</u> <u>11.1.5 Removal of above facilities and equipment.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.2, 11.2.1- 11.2.5		<u>11.2 This Appendix and the Virtual Collocation arrangements provided hereunder are made available subject to and in accordance with the applicable state and federal law, the other terms and conditions of the parties’ agreement and, the following (to the extent the following do not</u>	Level 3’s language more accurately reflects pre-eminence of the law and the arrangement contemplated, while	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p><u>conflict with the applicable law and the other terms and conditions of this Agreement, and are commercially reasonable).</u></p> <p><u>11.2.1 SBC ILEC's TP 76200MP standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.</u></p> <p><u>11.2.2 SBC ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section _____. However, modifications of the Handbook cannot supercede or modify terms of this interconnection agreement, or attempt to interpret provisions of this Agreement unless first approved by the appropriate state regulatory commission.</u></p> <p><u>11.2.3 SBC ILEC's standards and requirements for equipment and facility installations, and any successor documents) within SBC-13STATE central offices, as may be modified from time to time.</u></p> <p><u>11.2.4 Any statutory and/or regulatory state or federal requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.</u></p> <p><u>11.2.5 The SBC ILEC's Interconnector's Collocation Services Handbook or</u></p>	providing technical guidance	

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate SBC-13STATE CLEC ONLINE Website.</u>		
			<u>SBC PROPOSAL</u>		
19	VC 11.3		<u>11.3 If the SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are modified subsequent to the effective date of this Appendix, the following shall apply:</u>	Level 3’s language more accurately reflects pre-eminence of the law and the arrangement contemplated, while providing technical guidance	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.3.1		<u>If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, SBC-13STATE shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) days after such amendment is provided to Collocator by SBC-13STATE, except for those specific amendments to which Collocator objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Appendix. If neither Party invokes those procedures, the modification is deemed effective and applicable.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.3.2		<u>If a modification is made after this Agreement becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for SBC-13STATE (and the modification has not been included in a change to that "Statement" or this Appendix), then SBC-13STATE will provide Collocator with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of Collocator's Virtual Collocation Application. Any Collocator objection to those modifications must be received by SBC-13STATE by the thirtieth (30th) day after their receipt by Collocator. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 11.3.1 shall apply.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated, while providing a process based approach to resolving an differences.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.3.3		<u>Notwithstanding Sections 11.3.1 and/or 11.3.2, any modification made to address situations potentially harmful to SBC-13STATE or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. SBC-13STATE will immediately notify Collocator of any such modification.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.4		<u>SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and Collocator (typically a SBC-13STATE manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by SBC-13STATE and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; SBC-13STATE will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SBC-13STATE cable facilities and at which space is available for new facilities in at least two of those entry points.</u>	Level 3’s language more accurately reflects pre-eminence of the law and the arrangement contemplated, while providing technical guidance	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.4.1, 11.4.2		<p><u>11.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SBC-13STATE, and for leaving sufficient cable length in order for SBC-13STATE to fully extend such Collocator-provided cable to the vault.</u></p> <p><u>11.4.2 SBC-13STATE will permit interconnection of copper or coaxial cable if first approved by the appropriate state or federal commission or applicable state or federal law, and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.</u></p>	Level 3’s language more accurately reflects a process based approach, and the arrangement contemplated, while providing technical guidance	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.5		<u>SBC-13STATE will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SWBT Main Distribution Frame or its equivalent will be installed by the Collocator's SBC-13STATE-Approved Vendor. The Collocator's SBC-13STATE-Approved Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC ILEC's standards and requirements for installation of equipment and facilities. SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE's Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.6, 11.6.1		<u>11.6 Unless otherwise expressly agreed in writing, where the Collocator has entered into an agreement with SBC-13STATE to virtually collocate its equipment, SBC-13STATE will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, but not limited to, rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SBC-13STATE's associated performance, availability, restoration, and</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p><u>other operational characteristics shall be at parity with that provided to SBC-13STATE's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE's is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. SBC-13STATE will supply and place the power cable leads from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.</u></p> <p><u>11.6.1 The Collocator's SBC-13STATE-Approved Power Installation Vendor must obtain an approved MOP from SBC-13STATE and follow the SBC-13STATE standards and requirements for installation of equipment and facilities</u></p>		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.7		<u>SBC-13STATE will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that SBC-13STATE provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.</u>	Level 3’s language more accurately reflects the law and the technical arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.8		<u>Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or SBC13-STATE under the Custom Work Change order process or ICB, including payment requirements prior to the installation of the regeneration equipment.</u>	Level 3’s language more accurately reflects the law and the technical arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.9		<u>Collocator and SBC-13STATE are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.</u>	Necessary to provide for contact numbers	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.10		<u>SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.11		<u>SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.12		<u>Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition to the requisite verbal notification, written notification must be provided within twenty-four (24) hours.</u>	Level 3’s proposal appropriately balances the interests of the Parties.	Unknown.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.13		<u>In the event SBC-13STATE determines it necessary for the Virtual Collocation space to be moved within the Eligible Structure in which the Virtual Collocation space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in SBC-13STATE’s sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. In all other instances, SBC-13STATE shall be solely responsible for any reasonable preparation costs.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.14		<u>Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator’s equipment and facilities from SBC-13STATE property, subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for, and will not guarantee, the condition of such equipment. The Collocator is responsible for arranging and paying for the removal of its virtually collocated equipment, including all costs associated with equipment removal, packing and shipping. Arrangements</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>for the removal of the Collocator’s virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement with SBC-13 STATE, unless a different time period is mutually agreed-upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence or willful misconduct on the part of SBC-13STATE or its contractors during the removal process. However, Collocators will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire an SBC-13STATE-approved contractor to remove its virtually collocated equipment if SBC-13STATE permits the Collocator to hire an SBC-13STATE-approved contractor to remove its virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-SBC-13STATE location, at the expense of the Collocator.</u>		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 11.15		<u>Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within thirty (30) calendar days, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is responsible only for physically removing entrance cables housed in conduits or inner-ducts, where feasible, and will only be required to do so when SBC-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 11.16		<u>Unless the Parties agree that SBC-13 STATE is responsible for removing the equipment and/or facilities of the Collocator due to the issues cited in 11.17, if a Collocator fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, SBC-13STATE may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for Custom Work.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 12.1		<u>Collocator and SBC-13STATE will complete an acceptance walk-through visit of the Virtual Collocator's space prior to turning the Virtual Collocation space over to the Collocator's SBC-13STATE-Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided to SBC-13 STATE in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at SBC-13STATE’s expense.</u>	The language proposed appropriately balances the interests of Level 3 to collocations space and SBC’s need for control over such collocation space.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 12.2		<u>Prior to powering up equipment, and after the frame connections and equipment have been installed, Collocator will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the audit that the installation is not compliant with its Virtual Collocation specifications, Collocator may schedule an additional audit after corrective work has been performed. Collocator shall be responsible for coordinating with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.</u>	Level 3’s language more accurately reflects the law and the technical arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 12.3		<u>Two (2) business days prior to scheduled turn-up of the collocated equipment, the Collocator will arrange to deliver to the SBC-13STATE Central Office, or other pre-designated location by SBC-13STATE, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their SBC-13STATE-Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 12.4		<u>Once the Collocator's equipment installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, SBC-13STATE will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 12.5		<u>All installations of equipment must be in accordance with the SBC-13STATE’s standards and requirements for equipment and facility installations and subject to review by an SBC-13STATE maintenance engineer for compliance. Should a SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 12.6		<u>Upon successful completion of the testing as described in Section 12.4 above, SBC-13STATE shall provide Collocator with written acceptance notification no more than five (5) business days after turn-p of the virtually collocated equipment. Immediately following this notification, SBC-13STATE will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 12.7		<u>Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will order interconnection or UNEs from SBC-13STATE to connect to the equipment.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 13.1		<u>Except in emergency situations, and/or except when SBC-13STATE network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting the SBC-13STATE LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. SBC-13 STATE shall offer Virtual Collocation wherein the Collocator or the equipment vendor of its choosing maintains and repairs the virtually collocated equipment. Such maintenance and repairs shall include but are not limited to, circuit pack changes, extensive troubleshooting, the installation of software updates and routine maintenance. All such maintenance and repairs by Collocator or the equipment vendor of its choosing shall be performed while under security escort provided by SBC-13 STATE. The costs of such security escort shall be paid by Collocator. In an emergency, SBC-13STATE may perform necessary repairs without prior notification, pursuant to the methods and procedures for emergency notification handling delineated by both Parties with the LOC.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 13.2		<u>The labor rates applicable to the repair and maintenance of Virtual Collocation equipment and facilities are contained within the state specific Appendix Pricing that apply to SBC-13STATE central offices and SBC-13STATE CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by SBC-13STATE.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 13.3, 13.3.1- 13.3.6		<p><u>13.3 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:</u></p> <p><u>13.3.1 Notification that the purpose of the call is to establish a Virtual Collocation trouble ticket;</u></p> <p><u>13.3.2 SBC-13STATE Eligible Structure's CLLI, circuit identification and/or telephone number;</u></p> <p><u>13.3.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);</u></p> <p><u>13.3.4 A detailed description of the trouble;</u></p> <p><u>13.3.5 The name and telephone number of the Collocator's employee who will cooperatively test with SBC-13STATE at no charge to SBC-13STATE; and</u></p> <p><u>13.3.6 The type of the trouble.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 13.4		<u>When an SBC-13STATE technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the SBC-13STATE technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 13.5		<u>SBC-13STATE is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by SBC-13STATE is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair SBC-13STATE owned equipment, SBC-13STATE may use this test equipment for test operations directed by the Collocator. SBC-13STATE assumes no liability for damage to Collocator's equipment caused by using SBC-13STATE test equipment. SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. SBC-13STATE is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 13.6		<u>Upon mutual agreement, when service affecting reports cannot be restored and it is determined that support is necessary, the Collocator's SBC-13STATE-Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If SBC-13STATE,working with the Collocator believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for a security escort will apply in either situation.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 13.7		<u>The Collocator may request SBC-13STATE to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case-by-case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide SBC-13STATE with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 13.8		<u>For routine maintenance, product upgrades, PCN's, Engineering Complaints, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's SBC-13STATE-Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, SBC-13STATE shall perform repairs as described in Section 14 of this Appendix.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 13.9		<u>SBC-13STATE is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's Virtual Collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of SBC-13STATE personnel provided to the Collocator per Eligible Structure.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 14.1		<u>Where directed by Collocator, SBC-13STATE will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, SBC-13STATE agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from the Collocator to the LOC, to the time that a SBC-13STATE technician notifies the Collocator's technical support center, from the specified trouble location of the Collocator's virtually collocated equipment, that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:</u>	Level 3’s proposal appropriately balances the interests of the Parties consistent with the law.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 14.1.1, 14.1.1.1 - 14.1.1.3		<p><u>14.1.1 Priority 1 Tickets.</u> The MTRI for a Priority 1 Ticket is as follows: <u>two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:</u></p> <p><u>14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.</u></p> <p><u>14.1.1.2 Telemetry problems causing the loss of surveillance.</u></p> <p><u>14.1.1.3 Remote access to the virtually collocated equipment.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 14.1.2, 14.1.2.1		<p><u>14.1.2 Priority 2 Tickets - The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:</u></p> <p><u>14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit packs) is requested by the Collocator as described in Section 9.8.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 14.1.3, 14.1.3.1		<p><u>14.1.3 Priority 3 Tickets - The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:</u></p> <p><u>14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 14.1.4, 14.1.4.1		<p><u>14.1.4 Priority 4 Tickets - The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:</u></p> <p><u>14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Sections ____ and _____. When installation is performed by Collocator's SBC-13STATE-Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC and security escort charges will apply, unless the Collocator's SBC-13STATE-Approved Vendor has a currently existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are performed by SBC-13STATE shall be requested and completed on a case by case basis</u></p>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 14.2		<u>Charges to install, repair, maintain and cooperatively test Collocator's equipment will be assessed on a time and material basis.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 15.1, 15.1.1, 15.1.2		<u>15.1 If the Eligible Structure is damaged by fire or other casualty, and:</u> <u>15.1.1 The Virtual Collocation space is rendered non-tenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use; or</u> <u>15.1.2 The Virtual Collocation space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SBC-13STATE has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or SBC-13STATE opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. SBC-13STATE shall endeavor to relocate Collocator equipment to an alternative location.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 15.2		<u>Any obligation on the part of SBC-13STATE to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when Collocator's space equipment is damaged, the Collocator may arrange a visit to inspect the condition and escort charges will apply.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 15.3		<u>In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary, then, notwithstanding that the collocation space may be unaffected thereby, SBC-13STATE at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 16.1		<u>Unless otherwise set forth herein, if Collocator is in material breach of this Agreement, and where such material breach continues for thirty (30) days after receipt of written notice from SBC-13STATE, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation space, forcibly if necessary, and there upon such Virtual Collocation Arrangement shall terminate, without prejudice to any other remedies SBC-13STATE might have. SBC-13STATE may exercise this authority on an individual collocation space basis. SBC-13STATE may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 17.1		<u>Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation hereunder, the liability of SBC-13STATE, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service related to the use of Collocator-provided facilities or equipment shall result in the imposition of liability upon SBC-13STATE proportionate to the damages caused by it.</u>		Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 17.1.1- 17.1.5		<p><u>17.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.</u></p> <p><u>17.1.2 Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party’s services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party’s applicable tariffs.</u></p>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<p><u>17.1.3 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.</u></p> <p><u>17.1.4 The liability of either Party for its willful misconduct, if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SBC-13STATE's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.</u></p> <p><u>17.1.5 SBC-13STATE shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SBC-13STATE for its own act or omission hold liable any other carrier or customer providing a portion of a service.</u></p>		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 17.1.6, 17.1.6.1 - 17.1.6.3		<p><u>17.1.6 When Collocator is provided service under this Appendix, SBC-13STATE shall be indemnified, defended and held harmless by Collocator against any claim, loss or damage arising from the customer's use of services offered under this Appendix, involving:</u></p> <p><u>17.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;</u></p> <p><u>17.1.6.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by SBC-13STATE in connection with facilities or equipment furnished by the customer; or</u></p> <p><u>17.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.</u></p>		Unknown_
			<u>SBC PROPOSAL</u>		

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 17.2		<u>Third Parties – Collocator acknowledges and understands that SBC-13STATE may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator’s; that such space may be close to the Virtual Collocation space, possibly including space adjacent to the Virtual Collocation space and/or with access to the outside of the Virtual Collocation space. In addition to any other applicable limitation, SBC-13STATE shall have absolutely no liability with respect to any action or omission by any Other, except to the degree of culpability of SBC-13STATE and its employees, and regardless of whether any claimed SBC-13STATE liability arises in tort or in contract. Collocator shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 18.1		<u>Collocator’s use of the dedicated Virtual Collocation space, and both Parties’ conduct of their business or any activity, in or about the dedicated Virtual Collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 19.1		<u>Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation space or in the general area of the AC and DC power plants which support the Virtual Collocation space.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 19.2		<u>SBC-13STATE will inform Collocator by telephone of any emergency-related activity that SBC-13STATE or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 19.3		<u>SBC-13STATE will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. SBC-13STATE shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 19.4		<u>Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:</u> <u>If to (AR, CA, CT, KS, MO, NV, OK, TX)</u> <u>Account Manager – Collocation</u> <u>1412 Main Street</u> <u>311 S. Akard St., 16th Floor</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>Dallas, TX 75202</u> <u>If to (IL, IN, MI, OH, VVI)</u> <u>Account Manager - Collocation</u> <u>350 N. Orleans St., 5th Floor</u> <u>Chicago, Illinois 60654</u> <u>If to Collocator:</u> <u>Either Party hereto may change its address by written notice given to the</u> <u>other Party hereto in the manner set forth above.</u>		
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 19.5		<p><u>Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one Party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:</u></p> <p><u>If to (AR, CA, CT, KS, MO, NV, OK, TX)</u> <u>CSC</u> <u>2600 North Central Expressway</u> <u>6th Floor</u> <u>Richardson, Texas 75080</u></p> <p><u>If to (IL, IN, MI, OH, VVI)</u> <u>Collocation Team</u> <u>790 N. Milwaukee St., 3rd Floor</u> <u>Milwaukee, Wisconsin 53202</u></p> <p><u>If to Collocator:</u></p>		Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 20.1		<u>Collocator shall furnish SBC-13STATE with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by Collocator. SBC-13STATE shall be named as an additional insured on general liability policy. Should any of these policies be cancelled or materially changed, Collocator shall arrange for the issuing company(ies) to mail thirty (30) calendar days written notice to the certificate holder(s).</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 20.1.1		<u>In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 20.2		<u>The limits set forth in this Section may be increased by SBC-13STATE from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SBC-13STATE structure.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 20.3		<u>All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SBC-13STATE.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 20.4		<u>All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 20.5		<u>Collocator shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, SBC-13STATE's obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure pursuant to Sections ____ of this Appendix. Collocator shall arrange for SBC-13STATE to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 20.6		<u>Collocator also must conform to recommendations made by SBC-13STATE's Property Insurance Company, if any, unless a recommendation is also applicable to SBC-13STATE and SBC-13STATE does not so conform in the Eligible Structure where the Virtual Collocation space is located.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 20.7		<u>Failure to comply with the material provisions of this "Insurance" Section will be deemed a material breach of this Agreement.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 21.1		<u>SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.</u>	Level 3’s language more accurately reflects the law and the technical arrangement contemplated	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 21.2		<u>For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.1		<u>Variations — In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SBC-13STATE shall control.</u>	Level 3 proposes language that adequately outlines a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 22.2		<u>Joint and Several — If Collocator constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.3		<u>Future Negotiations — SBC-13STATE may refuse requests for space in an Eligible structure if Collocator is in material breach of this Agreement, including, but not limited to, having any undisputed past due charges hereunder.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.4		<u>Severability— With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SBC-13STATE and Collocator shall be construed accordingly.</u>	Level 3’s proposal appropriately balances the interests of the Parties	Unknown.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 22.5		<u>Paragraph Headings and Article Numbers — The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.</u>	Agreement conformity	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.6		<u>Entire Agreement — This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the Parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.</u>	Agreement conformity	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.7		<u>No Third Party Beneficiaries — Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.</u>	Agreement conformity	Unknown.

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Tier 1 = 1-8

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 22.8		<u>Construction — This Agreement shall be interpreted and governed without regard to which Party drafted this Agreement.</u>	Agreement conformity	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.9		<u>Multiple Originals – This Agreement may be executed in multiple copies, each of which shall be deemed an original.</u>	Agreement conformity	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 22.10, 22.10.1, 22.10.2		<p><u>22.10 Waiver of Obligations</u></p> <p><u>22.10.1 Whenever this Agreement requires the consent of a Party, any request for such consent shall be in writing.</u></p> <p><u>22.10.2 Neither Party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, with respect to the other Party or to one or more other Collocators.</u></p>	Appropriate reservation of the Parties respective rights.	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 22.11		<u>Rights of Review with Remedies — The Parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment to ensure compliance with applicable state and federal law.</u>	Appropriate reservation of the Parties’ respective rights.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.12		<u>Rights Cumulative — The rights of a Party hereunder are cumulative and no exercise or enforcement by such Party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such Party is entitled to enforce.</u>	Appropriate reservation of the Parties’ respective rights.	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.13		<u>Binding Effect — This Agreement is binding upon the Parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.</u>	Agreement Conformity	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 22.14		<u>Impossibility of Performance — Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, Collocator’s authorized agents and contractors will comply with the Emergency Operating Procedures established by SBC-13STATE.</u>	Agreement Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.15		<u>Survival — The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.</u>	Agreement Conformity	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
19	VC 22.16		<u>Successors Bound — The conditions and agreements contained herein shall bind and inure to the benefit of SBC-13STATE, Collocator and their respective successors and, except as otherwise provided herein, assigns.</u>	Agreement Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.17		<u>(Reserved).</u>		Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 22.18		<u>Non-Exclusive Remedies — No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.</u>	Agreement Conformity	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
19	VC 22.19		<u>Assignment — Collocator shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of SBC-13STATE which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of SBC-13STATE including subleased or shared caged Physical Collocation arrangements.</u>	Agreement Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
19	VC 23.1		<u>The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.</u>	Agreement Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
16	Perform ance Measure s CA NV 11State		NOTE: Performance Measures language has been negotiated and agreed upon by both Parties.	Level 3 believes these terms and conditions should be included as part of the Interconnection Agreement.	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.3	Introduction	SBC 2STATE As used herein, SBC 2STATE means SBC CALIFORNIA and SBC NEVADA , the applicable SBC owned ILEC(s) doing business in California and Nevada.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.4	Introduction	SBC 4STATE As used herein, SBC 4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.5	Introduction	SBC 7STATE As used herein, SBC 7STATE means SBC SOUTHWEST REGION 5 STATE , SBC CALIFORNIA and SBC NEVADA , the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	DAL 1.6	Introduction	<u>SBC 8STATE</u> As used herein, <u>SBC 8STATE</u> means <u>SBC</u> <u>SOUTHWEST REGION 5 STATE, SBC CALIFORNIA, SBC</u> <u>NEVADA, and SBC CONNECTICUT</u> the applicable SBC owned ILEC(s) <u>doing business in Arkansas, California, Connecticut, Kansas, Missouri,</u> <u>Nevada, Oklahoma, and Texas.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.7	Introduction	<u>SBC 10STATE</u> As used herein, <u>SBC 10STATE</u> means <u>SBC</u> <u>SOUTHWEST REGION 5 STATE and SBC MIDWEST REGION 5</u> <u>STATE</u> an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.8	Introduction	<u>SBC 12STATE</u> As used herein, <u>SBC 12STATE</u> means <u>SBC</u> <u>SOUTHWEST REGION 5 STATE, SBC MIDWEST REGION 5</u> <u>STATE and SBC 2STATE</u> the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	DAL 1.9	Introduction	<u>SBC 13STATE</u> As used herein, <u>SBC 13STATE</u> means <u>SBC SOUTHWEST REGION 5 STATE, SBC MIDWEST REGION 5- STATE, SBC 2STATE and SBC CONNECTICUT</u> the applicable SBC- owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.10	Introduction	<u>SBC ARKANSAS</u> As used herein, <u>SBC ARKANSAS</u> means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC- owned ILEC doing business in Arkansas.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.11	Introduction	<u>SBC CALIFORNIA</u> As used herein, <u>SBC CALIFORNIA</u> means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.12	Introduction	<u>SBC CONNECTICUT</u> As used herein, <u>SBC CONNECTICUT</u> means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.13	Introduction	<u>SBC KANSAS As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.14	Introduction	<u>SBC ILLINOIS As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC owned ILEC doing business in Illinois.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.15	Introduction	<u>SBC INDIANA As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC owned ILEC doing business in Indiana.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.16	Introduction	<u>SBC MICHIGAN As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC owned doing business in Michigan.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.17	Introduction	<u>SBC MIDWEST REGION 5 STATE</u> —As used herein, <u>SBC MIDWEST REGION 5 STATE</u> means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.18	Introduction	<u>SBC MISSOURI</u> —As used herein, <u>SBC MISSOURI</u> means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC owned ILEC doing business in Missouri.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.19	Introduction	<u>SBC NEVADA</u> —As used herein, <u>SBC NEVADA</u> means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	DAL 1.20	Introduction	<u>SBC OHIO</u> —As used herein, <u>SBC OHIO</u> means <u>The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.21	Introduction	<u>SBC OKLAHOMA</u> —As used herein, <u>SBC OKLAHOMA</u> means <u>Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.22	Introduction	<u>SBC SOUTHWEST REGION 5 STATE</u> —As used herein, <u>SBC SOUTHWEST REGION 5 STATE</u> means <u>Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.23	Introduction	<u>SBC TEXAS</u> —As used herein, <u>SBC TEXAS</u> means <u>Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
GT-3	DAL 1.24	Introduction	<u>SBC WISCONSIN</u> —As used herein, <u>SBC WISCONSIN</u> means <u>Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.</u>	Level 3 proposes that this definition be moved to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
DAL -1 GT-3	DAL 2.1	General Terms and Conditions	Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance, <u>(listing information referred to as Directory Assistance Listing (DAL), in SBC SOUTHWEST REGION 5 STATE, Directory Assistance Listing Information Service (DALIS), in SBC California and, and Dialing Parity Directory Listings in SBC MIDWEST REGION 5 STATE</u> (herein after collectively referred to as DAL):	Level 3’s language more accurately reflects the law, SBCs obligations and the arrangement contemplated	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
DAL -1	DAL 5.1	Liability	<u>Other than the representations made in this Appendix,</u> SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an “as-is” basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.	Conformity of Agreement	Unknown.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
DAL -1	DAL 5.3	Liability	CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE’s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE <u>will may, at its option,</u> assume and undertake its own defense, <u>and</u> or assist in the defense of CLEC, in which event CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.	Level 3’s proposal appropriately balances the interests of the Parties	SBC’s language is reasonable
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
DAL -1 GT-4	DAL 7.1	Applicability of Other Rates, Terms and Conditions	Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.		The language proposed by SBC is necessary to clarify the intent of the parties’ agreement.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			APPENDIX SS7		
GT-3	SS7 1.2		SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.3		SBC 2STATE—As used herein, SBC 2state means SBC CALIFORNIA and SBC NEVADA, the applicable SBC owned ILEC(s) doing business in California and Nevada.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	SS7 1.4		SBC 4STATE As used herein, SBC 4State means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma the applicable SBC owned ILEC(s) doing businesss in Arkansas, Kansas, Missouri and Oklahoma.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.5		SBC 7STATE As used herein, SBC 7STATE means SBC SOUTHWEST REGION 5 STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.6		SBC 8STATE As used herein, SBC 8STATE means SBC SOUTHWEST REGION 5 STATE, SBC CALIFORNIA, SBC NEVADA, and SBC SNET, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	SS7 1.7		SBC 10STATE As used herein, SBC 10STATE means SBC SOUTHWEST REGION 5 STATE and SBC MIDWEST REGION 5 STATE on the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.8		SBC 12STATE As used herein, SBC 12STATE means SBC SOUTHWEST REGION 5 STATE, SBC MIDWEST 5 STATE and SBC 2STATE the applicable SBC OWNED ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.9		SBC 13STATE As used herein, SBC 13STATE means SBC REGION 5 STATE, SBC MIDWEST REGIN 5 STATE, SBC 2STATE AND SBC SNET the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	SS7 1.10		SBC ARKANSAS As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC owned ILEC doing business in Arkansas.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.11		SBC CALIFORNIA As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.12		SBC KANSAS As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	SS7 1.13		SBC ILLINOIS — As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC owned ILEC doing business in Illinois.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.14		SBC INDIANA — As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC owned ILEC doing business in Indiana.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.15		SBC MICHIGAN — As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC owned doing business in Michigan.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
GT-3	SS7 1.16		SBC MIDWEST REGION 5 STATE As used herein, SBC MIDWEST REGION 5 STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.17		SBC MISSOURI As used herein, SBC MISSOURI means Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI, the applicable SBC owned ILEC doing business in Missouri.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.18		SBC NEVADA As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.

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			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.19		SBC OHIO As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC OHIO, the applicable SBC owned ILEC doing business in Ohio.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.20		SBC OKLAHOMA As used herein, SBC OKLAHOMA means Southwestern Bell Telephone Company, L.P. d/b/a SBC Oklahoma, the applicable SBC owned ILEC doing business in Oklahoma.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.21		SBC SNET As used herein, SBC SNET means the Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.22		SBC SOUTHWEST REGION 5 STATE — As used herein, SBC SOUTHWEST REGION 5 STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.23		SBC TEXAS — As used herein, SBC TEXAS means Southwestern Bell Telephone, L.P. d/a/ SBC Texas, the applicable SBC owned ILEC doing business in Texas.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.
			<u>SBC PROPOSAL</u>		
GT-3	SS7 1.24		SBC WISCONSIN — As used herein, SBC WISCONSIN means Wisconsin Bell, Inc., d/b/a SBC Wisconsin, the applicable SBC owned ILEC doing business in Wisconsin.	Level 3 proposes to move these descriptions of SBC entities to the General Terms and Conditions	The language is introductory and should be included.

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 1	SS7 2.2.2		SS7 Transport provides for the routing and screening of SS7 messages from an SBC 7state pair of STPs (i.e., a mated pair) to another SBC 7STATE pair of STPs. In the SBC MIDWEST REGION 5 STATE, due ot the state gateway STPs are not interconnected, SS7 messaged from a SBC MIDWEST REGION 5 STATE pair of designated Gateway STPs (i.e., a mated pair) to another SBC MIDWEST REGION 5 STATE pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the SBC 12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.		Unknown_
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 1, SS7- 2	SS7 2.3.1		Dedicated Signaling Links provide interconnection to the Parties <u>SBC 12STATE’s- the Parties’</u> signaling networks. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between <u>CLEC Level 3’s</u> STPs or switches and the SBC-132STATE’s STPs mated pair . The <u>Parites CLEC</u> designated Signaling Points of Interconnection (SPOI) are at SBC- <u>137STATE’s STP wire centers, an SBC 7STATE serving wire center</u> or are collocated in an SBC 12STATE wire center. In the SBC MIDWEST REGION 5 STATE the SPOI is always collocated in the SBC MIDWEST REGION 5 STATE STP serving office. This means of collocation is required in the SBC MIDWEST REGION 5 STATE for access to the SBC MIDWEST REGION 5 STATE STP. The links are fully dedicated to the use of <u>CLEC the Parites</u> and provide the screening and routing usage for the <u>SBC 12STATE Parties’</u> STP to between which the link is <u>connected</u> established. Dedicated Signaling Links are available to the <u>CLECsthe Parties</u> , for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.	Level 3’s language more accurately reflects the law and the technical arrangement contemplated	SBC should be permitted to designate the point of interconnection.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
1, SS7- 1	SS7 2.4, 2.4.1, 2.4.1.1		2.4 <u>SBC-13STATE’s</u> Dedicated Signaling Links include the following elements <u>2.4.1 SS7 Link Cross Connect</u> 2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-1 <u>32</u> STATE STP building and connects the SIP Port Termination to the <u>CLEC-Parties’</u> SPOI.	Level 3 proposes language that adequately outlines the technical requirements along with a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.4.2.1		<u>STP Port Termination</u> The STP Port Termination is the physical termination of the signaling link _____ (i.e. 56 kbps circuit) at an SBC-1 <u>32</u> STATE I3STATE STP. A SIP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC- 12 STATE 13STATE STP.	Agreement Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.5		The <u>CLEC-Parties</u> shall provide their <u>respective</u> portion of the signaling link from their <u>ir signaling networks CLEC premises within the LATA to the SBC 12STATE STP location or the CLEC</u> to the <u>Parties</u> SPOI. CLEC shall identify the DS1 or channel of a DSI that will be used for the signaling link.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	The agreement does not require mutual exchange of signaling.

LEVEL 3 / SBC 13State – Disputed Points List (“DPL”)

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			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.6		CLEC-Each Party shall identify to SBC 12STATE the other Party the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC 12STATE shall provide a transport facility referred at as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	CLEC should be required to route traffic to the STP.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.7		When CLEC-the Parte is uses an alternative DSI facility or arrange, or agree to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC-the Parties acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 1, SS7- 2	SS7 2.8		Dedicated Signaling Links are subject to SBC-132STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-132STATE Technical Publication., TP76638. <u>In the SBC MIDWEST REGION 5 STATE Technical Publication AM TR OAT 000069 will apply in addition to the documents referenced above. In SBC 2STATE PUB-L 780023 SBC 2STATE may be substituted to TP76638 and first interconnections to SBC CALIFORNIA’s signaling network per CLEC and per signaling point type of equipment will require completion of SBC CALIFORNIA’s CCS/SS7 interconnection questionnaire. Each individual set of links from CLEC switch to SBC 12STAE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC 12STATE.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	SBC should be required to provide UNEs in conformity to its technical manuals.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.9.2		When <u>CLEC the Parties</u> provides <u>its-their</u> own switch or STP, <u>CLEC each Party</u> will provide DS1 (1.544 Mbps) interfaces at the <u>CLEC other Parties</u> -designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via <u>self-provisioned or</u> existing transport facilities or through <u>CLEC</u> purchase of an <u>SBC 12STATE</u> -dedicated transport facility <u>from the other Party, previously referred to as the “Access Connection”</u> . Each 56 Kbps transmission path will appear as a DSO channel on the DS1 interface.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 1	SS7 2.9.3		In each LATA in CLEC <u>the Parties require</u> desires <u>Dedication Signaling Links for</u> interconnection to SBC 12STATE <u>the other Parties</u> SS7 Signaling Network, CLEC <u>the Parties</u> must purchase dedicated signaling links to each STP-SPOI of a mated pair of STP’s.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1, SS7- 2	SS7 2.9.4		CLEC <u>Each Party</u> assumes the responsibility to ensure diverse routing of CLEC its signaling links <u>its</u> CLEC switch to CLEC <u>the Parties’</u> SPOI. SBC 12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.9.5		When CLEC <u>Each Party</u> requests that the SBC 12STATE <u>other party</u> add a Signaling Point Code (SPC), CLEC <u>each party</u> will identify to SBC SBC 12STATE <u>the other party</u> the SPCs associated with the CLEC <u>its</u> set of links <u>and will pay a non-recurring charge per STP pair of the rates set forth in Appendix PRICING UNE Schedule of Prices, "Point Code Addition". This rate element will not apply in SBC 2STATE.</u>	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		

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SS7- 1, SS7- 3	SS7 2.9.6		<u>CLEC-Each Party</u> will notify <u>SBC 12STATEthe other Party</u> in writing thirty (30) days in advance of any material change in <u>CLEC's-its</u> use of such SS7 signaling network, including but not limited to any change in <u>CLEC-its</u> SS7 Dedicated Signaling Links, SS7 Transport and/or STP.	Level 3’s language more accurately reflects the law and the arrangement contemplated., while providing technical guidance	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 2, SS7- 3	SS7 2.10.2		<u>Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by SBC CALIFORNIA's signaling network, excluding messages to and from an SBC 7STATE local switching Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.</u>	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 2	SS7 2.10.3		SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SBC 12STATE designated STP pair to a to a SBC 12STATE STP located in a different LATA. In the SBC MIDWEST REGION 5 STATE this arrangement will only be provided for STPs located in the same state. In the SBC 7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the SBC MIDWEST REGION 5 STATE the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In the SBC 2STATE, SS7 transport is not available. However transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC 2STATE network to a third party without requiring a trunking connection by a third party with SBC 2STATE.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 2.10.4		In such instance as CLEC utilizes SBC 12STATE's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SBC 12STATE SS7 signaling on a per call basis.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 1	SS7 2.11.1		STPs will provide signaling connectivity to the following network elements connected to the SBC-12STATEParties SS7 network: <u>Level 3</u> and SBC-13STATE Local Switching or Tandem Switching; SBC-12STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 2.11.2		The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SBC-12STATE STP established between the Parties STP, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC-The Parties may specify screening parameters so as to allow transient messages to cross the SBC-12STATEother Party SS7 Network. The Parties will identify to each other the <u>Global Title Translation CTT</u> type information for message routing. CLEC will pay a non recurring charge when CLEC requests SBC-12STATE add CTT type information for message routing, in connection with its use of unbundled signaling.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 2.12.1		Interface Requirements SBC-12STATEThe Parties will provide STP interfaces to terminate A-links, B-links, and D-links.	Reciprocal Conformity	Unknown.

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			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 2.12.3		SBC 12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC SOUTHWEST REGION 5 STATE STPs	Unnecessary and improper	Unknown ₂
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 3.2.1		SS7 Transport CLEC <u>Each party</u> shall use SS7 Transport subject to the screening and routing information of the other Party's SBC 12STATE STPs. <u>Each party</u> SBC 12STATE shall provide information to CLEC on the routes and signaling point codes served by SBC 12STATE <u>the Parties'</u> STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 7, SS7- 2	SS7 3.2.2		SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to <u>Each party's</u> the SBC 12STATE "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC 12STATE "regional" STP pair to another SBC 12STATE STP pair.	Reciprocal Conformity	The agreement does not require reciprocal obligations ₂
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 1	SS7 3.2.3		SS7 Transport provides a signaling route for messages only to signaling points to which SBC 12STATE <u>the Parties have established</u> a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC 12STATE <u>the Parties</u> does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC 12STATE pairs of STPs, until ordered. When SBC 12STATE <u>either Party or CLEC, pursuant to a service order,</u> arranges to establish a route <u>between</u> to a signaling points, such routes to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC 12STATE <u>Parties’</u> signaling network pursuant to the standard requirements of the SS7 protocol.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 3.3		Disputes concerning the association of a signaling point among specific link sets associated with a SBC 12STATE <u>either Party’s</u> mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7-1	SS7 3.4.1		<u>Dedicated Signaling Links</u> <u>Each party CLEC</u> shall designate the signaling points and signaling point codes associated with <u>CLEC’s network</u> . <u>Each party CLEC</u> shall provide such information to <u>SBC 12STATE</u> <u>the other party</u> to allow <u>SBC 12STATE</u> <u>each party</u> to translate its STPs. The information shall define the screening and routing information for the signaling point codes of <u>each party CLEC</u> and may include global title address, translation type and subsystem designations as needed.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7-2	SS7 3.4.2, 3.4.2.1, 3.4.2.2		Signaling links from SBC 12STATE <u>shall connect the Parties’ mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of lings can be either.</u> <u>“A” Link Sets from CLEC’s Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from SP/SSP to each SSP to each STP; or,</u> <u>“D” Llink Sets connect one Party’s STPs to the other Party’s STPs“B” Link Sets fro CLEC’s STPs that are connected to SBC 12STATE’s mated pair of STPs.</u> A minimum of four links will be required (i.e. a “quad”) between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)	Reciprocal Conformity	The agreement does not require reciprocal obligations.

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			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 3.4.3		A STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Carrier Association, Inc. (NECA) Tariff FCC No. 4.	Reciprocal Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 3.4.4		A pre-order meeting will define the Parties’ SBC 12STATE facility availability and the degree of diversity in both the SBC-132STATE physical network and the CLEC Level 3’s physical network and from signaling point to signaling point for the link.	Reciprocal Conformity	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 3.4.5		When CLEC requires a STP Access Link, CLEC and SBC 12STATE Level 3 and SBC 13STATE -shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 3.4.6		All applicable signaling point codes for each signaling link must be installed at each of SBC 12STATE the Parties’ interconnecting STPs.	Reciprocal Conformity	The agreement does not require reciprocal obligations.

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			<u>SBC PROPOSAL</u>		
SS7-1	SS7 3.4.7		Call set-up times may be adversely affected when CLEC <u>either Party</u> , using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC 12STATE <u>Neither Party</u> makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non SBC 12STATE -signaling points <u>of the other Party</u> .	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7-2	SS7 3.4.8		Provisioning of the SS7 Service is in accordance with SBC 7STATE TP76638 MIDWEST REGION 5 STATE AM TR OAT 000069 and GR-905-CORE, as amended or SBC 2STATE PUB L780023 SBC 2STATE.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7-2	SS7 3.5 3.5.1		<u>Use of the STP</u> When CLEC orders SBC 12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The SBC 12STATE Local Switch will use the SBC 12STATE SS7 signaling network.	Reciprocal Conformity	Unknown.
			<u>SBC PROPOSAL</u>		

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SS7- 2, SS7- 1	SS7 4.1		<u>Each party</u> SBC 12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken <u>by either</u> Party to control or minimize the effect of network failures or occurrences <u>on its network consistent with its obligations as a common carrier</u> . Such occurrences include, but are not limited to, failure or overload SBC 12STATE or CLEC <u>either Parties’</u> facilities, natural disasters, mass calling or national security demands.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1	SS7 4.2		<u>Each party</u> SBC 12STATE shall determine the GTT route for messages routed to GTT, which are associated with its SBC 12STATE signaling points.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1, SS7- 2	SS7 4.3		<u>Each party</u> SBC 12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC 12STATE <u>its</u> signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		

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SS7- 1, SS7- 2	SS7 4.4		<u>Each party</u> SBC 12STATE shall route messages generated by the action of CLEC the other Party throughout the SBC 12STATE its signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC 12STATE <u>Neither Party</u> will not use any information within messages for any purpose not required by or related to the use of SBC 12STATE its signaling network <u>nor for any use not permitted by Applicable Law.</u> SBC 12STATE <u>Neither Party</u> will not divulge any message or any part of messages generated by CLEC the other Party to any either third party, except as <u>the divulging Party requires</u> to manage the SBC 12STATE <u>its</u> signaling network or as may be required by law <u>consistent with Applicable Law.</u>	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 1, 2	SS7 5.1		<u>Each party</u> CLEC shall <u>provision the signaling links at CLEC's promises and from CLEC's promises to SBC 7STATE's STP location in a diverse reliable and technically feasible manner.</u> CLEC shall identify SBC 12STATE the SPC(s) associated with the CLEC set of links.	Reciprocal Conformity	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 5.2		CLEC shall identify to SBC 12STATE the CTT information for messages that route to CLEC	Unnecessary and improper	Unknown.

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Tier 1 = 1-8

Tier 2 = 9- 20

ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 5.3		<u>When routing messages addressed to an SBC 12STATE Subsystem Number (SSN), CLEC shall use the SBC 12STATE defined SSN designation of the SBC 12STATE mated STP pair to which the message is routed.</u>	Level 3 proposes language that adequately outlines the technical requirements along with a process for the matter presented.	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 5.4		<u>CLEC shall transfer Calling Part Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Addrss Messages are interchanged with the SBC 12STATE signaling network. When routing messages to a Party’s Subsustem Number (SSN), the originating Party shall use the addressed Party’s defined SSN designation of that Party’s mated STP pair to which the message is routed.</u>	Level 3 proposes language that adequately outlines the technical requirements along with a process for the matter presented.	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 2	SS7 5.5		<u>CLEC shall furnish to SBC 12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC 12STATE shall utilize the forecast in its own efforts to project further facility requirements. Each Party shall furnish the other Party, at the time the SS7 Service is established and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signalling Network. The forecast shall include total annual volume and busy hour month volume. The Parties shall utilize the forecast in their own efforts to project further facility requirements.</u>	Level 3 proposes language that adequately outlines the technical requirements along with a process for the matter presented.	The agreement does not require reciprocal obligations.
			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 5.6		<u>CLEC shall inform SBC 12STATE in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to SBC 12STATE network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change. Each Party shall inform the other Party in writing thirty (30) days in advance of any change in its use of such SS7 Service which alters by ten percent (10%) for any thrity (30) day period the volume of signaling transactions by individual SS7 service that are planned by one Party to be forwarded to the other Party's network. The parties shall provide said notice the reasonk, by individual SS7 service, for the volume change.</u>		Unknown.

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			<u>SBC PROPOSAL</u>		
SS7	SS7 5.7		<u>5.7 Each Party shall provide the other Party all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, Each Party will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non SS7 environment) will be provided by Each Party wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.</u>		Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 2	SS7 6.1		Any request for SS7 service not addressed within this Appendix <u>must be negotiated between the Parties</u> may be submitted to SBC 12STATE via the Bonafide Request ("BFR") process set forth in Appendix UNE.	Level 3’s proposal appropriately balances the interests of the Parties	The BFR process should apply to these requests.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 3	SS7 7.1		<u>There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service; 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC MIDWEST REGION 5 STATE end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement. Each Party agrees that it is solely responsible for the costs of establishing points of interconnection and signaling points of interconnection, and each is solely responsible for bringing its traffic and associated signaling to those sole points of interconnection. Accordingly, neither Party will bill the other party any non-recurring or recurring costs for establishing points of interconnection or signaling point of interconnection, or the interconnection trunks, links, and facilities established to exchange traffic or directly associated signaling between the Parties’ switches an dsignaling points on its side of the poit of interconnection or signaling point of interconnection.</u>	Level 3’s proposal appropriately balances the interests of the Parties	CLEC should pay the costs associated with establishing the STP.
			<u>SBC PROPOSAL</u>		

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SS7- 3	SS7 7.2		Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier ID Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier ID Only Service) added or changed subsequent to the initial establishment of STP Access.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 7.3 7.3.1		7.3 Signal Formulation 7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC MIDWEST REGION 5 STATE tandem for CLEC to SBC MIDWEST REGION 5 STATE terminated calls	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 3	SS7 7.4 7.4.1		<u>7.4 Signal Transport</u> <u>7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC MIDWEST REGION 5 STATE and office for terminating traffic. A TCAP Signal Transport usage will be assessed for each TCAP message that is transported from the local STP to the SBC MIDWEST REGION 5 STATE and office (excluding LIDB and 800 Access Service).</u>	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 7.5 7.5.1		<u>7.5 Signal Switching</u> <u>7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non call associated signaling messages (excluding LIDB and 800 Access Service).</u>	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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ISSUE NUMBER	Appendix or Section	Issue Description	Level 3 Communications, LLC Proposed Language SBC Counterproposals	Level 3 Communications Position/Support	SBC Position/ Support
SS7- 3	SS7 7.6 7.6.1		7.6 ——— Signal Tandem Switching 7.6.1 ——— An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC MIDWEST REGION 5 STATE STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 8 8.1		DESCRIPTION OF RATE ELEMENTS SBC 7STATE 8.1 ——— The following rate elements apply to SBC 7STATE SS7 Service:	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 8.2 8.2.1 8.2.2 8.2.3		8.2 ——— SS7 Transport 8.2.1 ——— SS7 Transport shall be measured per octet of information screened and routed 8.2.2 ——— CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SBC 7STATE STP pair. A usage rate applies per octet generated by action of CLEC. 8.2.3 ——— SS7 Transport is not available in the SBC 2STATE.	Unnecessary and improper	Unknown.

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			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 8.3 8.3.1 8.3.1.1 8.3.2 8.3.2.1 8.3.2.2		8.3 ——— Dedicated Signaling Links 8.3.1 ——— SS7 Link Cross Connect 8.3.1.1 ——— CLEC shall pay the DS 0 or DS 1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS 0 and DS 1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. 8.3.2 ——— STP Port Termination 8.3.2.1 ——— CLECK shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SBC 7STATE STP. One STP Port Termination must be installed at SBC 7STATE's interconnecting STP for each Dedicated Signaling Link. 8.3.2.2 ——— There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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SS7- 3	SS7 8.3.3 8.3.3.1		8.3.3 STP Access Link 8.3.3.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge is a fixed rate per month plus a rate per mile per month	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 8.4 8.4.1		8.4 Signaling Point Code Addition 8.4.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SBC 7STATE STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		
SS7- 3	SS7 8.5 8.5.1		8.5 Global Title Translation (GTT) Addition 8.5.1 CLEC shall pay the GTT Additional rate element for the establishment of CLEC's CTA, translation type or subsystem information in the SBC 7STATE STP translations. CLEC shall pay a nonrecurring charge per GTT established to each STP.	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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SS7- 3	SS7 8.6 8.6.1		<p>8.6 Usage of the STP Per Call</p> <p>8.6.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the SBC 7STATE STP. The rate shall apply for each call originated by CLEC subscribers using the SBC 7STATE Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element</p> <p>8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the SBC 7STATE Local Switching network elements.</p>	Unnecessary and improper	Unknown.
			<u>SBC PROPOSAL</u>		

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GT-4	SS7 9.1		Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability, notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.	Single clause within GT&Cs to cover topic for whole agreement is proper – not appendix by appendix iteration.	The language proposed by SBC is necessary to clarify the intent of the parties’ agreement.
			<u>SBC PROPOSAL</u>		